

1887-022 Chancery Causes: Adm. of Henry S. Kane vs. Adms. of James T. Loyd & Lee Co.

Shoemaker, Allen, Carnes, Duff, Hamblen

CA-Debt

T-Property



To the Honorable John A. Kelly  
Judge of the Circuit Court of Seacoast  
Your Obedient James S. Shoemaker  
Administrator of the Estate of Henry  
S. Kane removed would Respectfully  
Represent unto your Honor that James  
J. Lloyd departed this life on the day  
of 18 That soon after his  
death P. H. Allen & Thomas P. Barnes  
qualified as Administrators of his  
Estate, copy of the order making said  
appointment & the order showing that  
they qualified as such will hereafter  
be filed if deemed necessary marked (A)  
that during the lifetime <sup>of the said James J. Lloyd</sup> and during the  
lifetime of the H. S. Kane. the said James  
J. Lloyd executed to the said H. S. Kane  
the following notes to wit one note  
dated 9th Febry 1858 for ten dollars due  
on that day which said note is her  
filed marked (B) <sup>as part of this Bill</sup> also one note dated  
11th day of May 1858 for twenty five dollars  
due that day which said note is herein filed  
as part of this Bill marked (C) also one  
note dated 18th May 1859 for twenty dollars  
with interest from 28th Febry 1859  
to the said which said note is herein filed as  
part of this Bill marked (D). He also on  
the 18th day of May 1859 executed to said H.



H S Rand his certain other note for  
 the sum of sixty dollars due  
 twelve months after date, which  
 said note is herein filed as part of this  
 Bill marked (E) and on the 16<sup>th</sup> day of  
 May 1859 said J J Lloyd executed to said H S Rand  
 his certain other note for the sum of twenty five  
 dollars, <sup>on the 16<sup>th</sup> day of March 1859</sup> due on that day which said note is herein  
 filed as part of this Bill marked (F) and on  
 the 18<sup>th</sup> day of May 1859 he executed two other  
 notes to said H S Rand one for the sum of  
 twenty dollars due on that day the other for  
 the sum of ten dollars due on that day said  
 notes are herein filed marked (G. & H) as part  
 of this Bill and on the 15<sup>th</sup> of October 1859  
 he executed his certain other note to said H S Rand  
 for the sum of five dollars which said note  
 is herein filed as part of this Bill marked  
 (I.) and on the 9<sup>th</sup> day of October 1860 said  
 J J Lloyd executed to said H S Rand his certain  
 other note with James M Young as his surety  
 for the sum of twenty two dollars & fifty cents  
 due on that day which said note is herein  
 filed as part of this Bill marked (J) and  
 James J Lloyd during his lifetime was indebted  
 to said H S Rand during his lifetime in the sum  
 of 1858 for services as an Attorney on account of  
 which is herein filed <sup>in the sum of five dollars</sup> marked (K) as part of  
 this Bill



Since Jos J Lloyd was also during his lifetime  
 in the year 1860 and since H S Kane in his  
 lifetime the further sum of ten dollars  
 for services as an Attorney an account of  
 which is herein filed as part of this Bill  
 made (S) The said James J Lloyd during  
 his lifetime to wit on the 19th day of October  
 1859 executed to said H S Kane his receipt  
 for the collection of <sup>or debt on John Aery for</sup> the sum of twenty seven  
 dollars & fifty cents with interest from the  
 8th day of January 1858. also one other note  
 on said John Aery for the sum of fifteen  
 dollars due the 15th day of August 1859  
 also for the collection of an other note on said  
 John Aery for the sum of five dollars &  
 seventy eight cents due the 6th January 1858  
 which said notes were assigned to said Lloyd  
 by said Kane. & the said J. J. Lloyd was to  
 have two dollars & fifty cents for his trouble  
 which said receipt or obligation is herein filed  
 as part of this Bill made (M), the said  
 James J Lloyd together with Rubin Steel  
 as his security <sup>One year</sup> executed to ~~David H. H. H.~~ <sup>personified</sup>  
 his note for the sum of ninety two dollars  
 & sixty six cents dated 21st April 1859 and  
 first day of January 1860 with interest from  
 date. which said note was assigned by said  
 John Pennings to John Milburn on the  
 day of 18 and the said



John Millburn on the 20<sup>th</sup> March 1860  
 assigned said note to David R. Kane. and  
 the said David R Kane traded said note  
 to said H S Kane during his lifetime which  
 said note is herein filed as part of this  
 Bill marked (N) And the said  
 James J Lloyd during his lifetime to wit on  
 the 18<sup>th</sup> day of October 1860 & traded to  
 David R Kane his note for the sum of  
 ten dollars due on that day. which said  
 note was traded to said H S Kane by  
 said David R Kane, which said note is  
 herein filed as part of this Bill marked  
 (O) And the said James J Lloyd during  
 his lifetime & traded on the 19<sup>th</sup> day of October  
 1859 his draft to one David R Kane for  
 the collection of a note on John Avery  
 for the sum of seventy one dollars &  
 thirty seven cents due the first day of  
 January 1860. which said money afterwards  
 became the property of said H S Kane  
 said J J Lloyd was to have paid dollars out  
 of said debt for his services. which said draft  
 or obligation is herein filed as part of this  
 Bill marked (P)

Your Orator would further state  
 that since the execution of the said notes  
 & drafts, the said H S Kane has



57  
has also deposited his list and letters of  
Administration was granted your  
Order in the County Court of said county  
and he qualified as Administrator of said  
Estate. Copies of the several Orders of court  
appointing your Order said Administrator of his  
qualification & will hereafter be filed if  
deemed necessary by your Honor. make  
(N. & R.) Your Order charges that said  
James & Lloyd during his lifetime failed to  
pay to said H. S. Kane during his lifetime  
said several sums of money or any part  
thereof. nor did he since the death of  
said H. S. Kane pay the same or any part  
thereof to your Order. nor has the  
Administrator or either of them paid the  
same to said H. S. Kane in his lifetime  
or to your Order since the death of the  
said H. S. Kane or any part thereof  
but that the whole amount of said several  
debts & their interests are still due and  
owing to your Order as Administrator  
of said Estate of H. S. Kane deceased  
your Order charges that ~~said James & Lloyd~~  
said James & Lloyd during his lifetime  
collected the said John Henry Adams  
interest. He also charges that he collected  
the full amount of the said money due  
to which he said Lloyd owed said H. S. Kane



he also suffers that said J. J. Lloyd during  
his lifetime failed to pay the same to said D. R.  
Hunt or to the said H. J. Hunt during his life  
or to your Brother since his death nor has  
the said James of said <sup>estate of</sup> J. J. Lloyd paid  
the same to the said D. R. Hunt or to the said  
H. J. Hunt during his life or to your Brother  
since his death or any part thereof.

Your Brother further charges that said J.  
J. Lloyd during his lifetime and his heirs since  
his death and each of them failed to pay to  
the said David R. Hunt or the said H. J. Hunt  
during his life or your Brother since his death  
the said note of ten dollars <sup>indented to D. R. Hunt</sup> or any part thereof  
nor have you the said James of said J. J. Lloyd  
paid the same or any part thereof to the said  
David R. Hunt or to the said H. J. Hunt during  
his lifetime or to your Brother since his death.  
Your Brother further charges that the  
said J. J. Lloyd & the said Robert Steel & his  
heirs in the said note (or) certificate  
or attached to ~~the~~ <sup>the</sup> said J. J. Perry Peringer  
now either of them during the lifetime of the  
said J. J. Lloyd or the said Robert Steel (who  
is also now dead). pay the same or any part  
thereof to the said J. J. Peringer or to  
the said ~~Robert~~ Milbauer or to the said  
David R. Hunt or to the said H. J. Hunt



during his life or to your Brother since  
the death of the said H. S. Kane or of  
any of them.

Your Brother further desires that  
no part of either of said claims  
have ever been paid to said decedent  
or to your Brother as his share  
but that each and every one of said  
claims herein set out & referred to  
be paid with the legal interest accruing  
on each of said debts, and still justly  
due & owing to your Brother or share  
as aforesaid.

Your Brother would further state that  
when the said Administrators qualify  
as Administrators as aforesaid they  
execute bond in accordance with  
the requirements of the court in the  
penalty of \$\_\_\_\_\_ conditioned for  
the faithful discharge of their duties  
with the following named persons as  
their securities to wit G. B. Duff, &  
C. L. Hamblen.

These securities your Brother is advised are  
and shall be with said Administrators  
for the payment of your Brother's said  
debts provided there was a sufficiency  
of the personal estate of decedent & if sold  
went into the hands of said share.



to pay some debts & other charges of said  
said Estate, your Brother hopes that  
there was more than a sufficiency to  
pay off the incumbrances of said Estate  
went into the hands of said James  
and was received by them and converted  
to their own use

Your Brother is advised also that said  
James & Liza at the time of his death  
was owner of very valuable real  
Estate situated in said county of  
Lee upon <sup>a part of</sup> which he resided at the time  
of his death consisting of several tracts  
of land the precise number of acres  
or the value of the same your Brother  
is not advised, which said real  
Estate your Brother is advised is  
liable to the payment of debts  
owed among which is the debts of  
your Brother or James as aforesaid  
Your Brother would further state  
that at the time of the death of the said  
J & Liza he left the following  
widow & children & heirs at law  
of his said Estate, to wit:  
Jane Liza his widow & the following  
children, Mary to who had prior to the  
death of said J & Liza intermarried



with One Peter H Allen, Treasurer  
who married Thomas H Barnes.

Mattie W Loya. Thomas W Loya  
Charles Loya William Loya  
and John Loya

The last three of whom are infants  
under the age of twenty One years  
Your Orator is advised that there  
are various other debts against  
said Estate, which if suits were  
instituted upon them all separately  
would involve said Estate in  
a large amount of costs. The object  
therefore of this Bill is to convene  
all the creditors of said Estate over  
ascertain the sum in the hands of  
said decedent and have them applied  
to the payment of the debts of decedent  
and if there is not assets sufficient in  
the hands of the sum for that purpose  
to sell so much of decedent's lands as  
will be sufficient to pay said debts  
hence your Orator makes all the  
creditors of said decedent who will  
come in & contribute to the payment  
of costs in this suit parties defendants  
hereto.

Your Orator being specially  
at Common Law in the premises



and releasable only in a court of Equity  
 his Prerogative therefore is that the said  
 Peter H. Allen & Thomas P. Barnes  
 Administrators of the Estate of Jas. G.  
 Lloyd deceased. Peter H. Allen in his own  
 right Mary C. Allen his wife formerly  
 Mary C. Lloyd. Thomas P. Barnes in his  
 own right & Minerva Barnes his wife  
 formerly Minerva Lloyd. Lord Lloyd  
 Mattie M. Lloyd Thomas P. Lloyd  
 Charles Lloyd William Lloyd  
 John Lloyd, G. L. Duff & C. L. Hamilton

the said parties

appears to this Bill that the said parties  
 be required to answer the same truly  
 on oath that said parties be required  
 to show what assets come into their hands  
 & how they have disposed of the same  
 that a Guardian of the Estate be appointed  
 to answer for the said parties, that  
 a Commissioner be appointed to ascertain  
 the amount of available assets in the  
 hands of said parties that he examine  
 all the creditors of said Estate & that  
 he settle an account showing the  
 various amounts due from said  
 Estate and that upon a hearing  
 your Honor will by all necessary



Orators & Secrecies about the payment of  
<sup>and of the assets in the hands of said persons</sup>  
 James Douglas would doubtless if there is assets  
 sufficient in their hands to pay the same  
 if not that there is some of  
 assets, real estate be sold as well  
 be sufficient to pay said debts unless  
 it shall appear that assets, houses will  
 rent for a sum sufficient to pay the  
 same in five years then that the  
 same be rented, but should your  
 Orator be in any wise mistaken  
 in the relief herein sought then  
 that your Honor will grant unto  
 him any and all such other further  
 and general relief as to equity  
 belongs and is suited to the  
 peculiar circumstances of his case  
 May the commonwealth, with of  
 its issue direct &c

Holloway



6.28  
 A 15.00  
 S 6.00  
 G. A. L. 5.00  
 32.28  
 Estimate 8.00  
 40.28  
 In ch. 2.52 p. 11/1/11

Chal,

H. J. Jones, Sumner  
 & Bill  
 L. J. Soyars, Sumner

Exhibits enclosed

1875. Feb. Bill C. J. & J. A. Sp...  
 Erector & Lumber Co.  
 " Decree J. J. Co. Co.  
 " J. J. Co. Co. Co. Co. Co. Co.  
 " J. J. Co. Co. Co. Co. Co. Co.  
 " J. J. Co. Co. Co. Co. Co. Co.  
 " J. J. Co. Co. Co. Co. Co. Co.  
 1876. Mr. J. J. Co. Co. Co.  
 " J. J. Co. Co. Co. Co. Co. Co.  
 1877. Feb. J. J. Co. Co. Co.  
 1880. Mr. J. J. Co. Co. Co.  
 1881. Mr. J. J. Co. Co. Co.  
 " J. J. Co. Co. Co.  
 1882. Mr. J. J. Co. Co. Co.  
 1883. Mr. J. J. Co. Co. Co.  
 1884. Co. Co. Co. Co. Co. Co.  
 1886. " 1887. Mr. Co. Co. Co.  
 1887. Aug. Decree J. J. Co. Co. Co.

Depts. Co. Co. Co. Co. Co. Co.  
 received for 1884  
 \$ 1.44  
 A 15.00  
 \$ 16.44



H. S. Kanes Junr

25

L. T. Sayer Junr & Co

This cause came on again this day to  
be heard upon the papers formerly  
made & was argued by counsel

And complainant in open court by  
his counsel states that his debt has  
been fully paid up, and it being

stated in court that Sept. Allen ~~has~~

<sup>owed</sup> ~~given~~ to Kate Penaltum ~~a bill of exchange~~  
a bill of exchange of a

bill due her, ~~and she is willing to~~  
and she is willing that the case may be struck from  
~~the docket~~, and no one else ~~claiming~~

any thing else and on their claims

nothing <sup>else</sup> remaining unpaid, except as

herin stated, ~~except~~ the <sup>costs</sup> that has

accrued since the decree entered in the  
case relating the land rented, the costs  
up to that date was paid.

On consideration whereof it is adjudged  
Ordnance & decreed, that complainant have  
execution against said Sayer for the  
recovery of the costs that has accrued  
since the said decree for renting to  
be taxed by the clerk of this court  
and the cause is stricken from the  
docket



N. S. / Rans Samir  
vs }  
A. J. Lys Samir

Entd page 41  
Aug. 29<sup>th</sup> / 887  
J. A. L. Hyatt  
co

Enter his name  
W. S. K. M.  
Aug 29<sup>th</sup> 1887.



~~J. T. Lloyd~~

~~H. S. Kane~~ admin. p[ar]ts vs.

~~H. S. Kane~~

J. T. Lloyd admin. p[ar]ts

Defts. & cry.

The ~~plain~~ defendants, this day moved the Court to reverse the decree rendered herein against them by default, on the 31st day of August 1878, confirming Commissioner Morgan's report, and decreeing against them in favor of the plaintiffs for the sum of \$ ~~730.43~~ <sup>730.43</sup> ~~730.43~~ <sub>1.50</sub>, assigning as an error therein the allowance of \$ 92.<sup>66</sup>/<sub>100</sub> principal and \$ 105.<sup>68</sup> interest accrued thereon, on account of a note executed by Jas. T. Lloyd & Remond Stiel, on 21<sup>st</sup> April 1859, due January 1. 1860, to Geo. Pennington and by him assigned to David R. Kane, though long barred by the Statute of Limitations, put in <sup>before</sup> and acted on by the Commissioners. And to this motion the plaintiff by his attorney appeared. And <sup>the plaintiff</sup> waiving ~~the~~ the necessity of written notice of this motion, the same was argued by Counsel. On consideration whereof the decree aforesaid is reversed so far as it allows the said sum of \$ 92.<sup>66</sup>/<sub>100</sub> prin and \$ 105.<sup>68</sup> interest, and in all other respects is affirmed. And it is adjudged that the defendants recover their costs of this motion from the plaintiffs, out of any unadministered assets in his hands



Fay's adm

or } motion to  
reverse decree  
Kane's adm

---

Entered on p 107  
Teste Jas. H. Orr, clerk

Or will please put in the  
date of the decree

Enter

J. H. K.

Mar 31/80



Henry S. Ranes' Administrators &c. Plffs.  
against

James T. Loyd's adms &c. & others Defts.  
Anderson Cane & others Plffs.

Decree

Against  
James T. Loyd & others Defts

On motion of the plaintiffs in the last  
named Cause the order of Continuance  
entered in the first named Cause at this  
term is set aside, and the <sup>decree rendered</sup> said Causes  
in the first named cause is so far modified, as that it is now, in addition,  
Cause ~~are~~ to be heard together and as  
to the sum found due Isaac's Daughters, ordered that the administrator of  
appearing to the Court that when the  
Jas. T. Loyd do also pay to the plaintiffs in the second named cause  
Decree for an account was entered in  
their costs therein expended. And the Commissioner is acting the  
the first named Cause the <sup>and the second named Cause</sup> Second named  
the debt of the first named Cause is continued  
Chase had been some time pending and



Henry S. Kanes admrs

vs. } Decree

James T. Loyd admrs  
& others

with

Anderson Cane & others

vs. } Decree

James T. Loyd & others

Entered Page 4

L. W. Orr Jr. D.C.

Enter

J. A. L.

Sept 4/78



The estate of Dr. Jas. T. Lloyd

1875

To Margaret E. Russell

Sept. 14<sup>th</sup> To value of Power from Sept. 14/74 to Sept. 14/75

12 00

" Interest on same from Sept. 14/75 to Sept. 14/78

2 16 14 16

To value of Power from Sept. 14/75 to Sept. 14/76

12 00

" Interest on same from Sept. 14/76 to Sept. 14/78

1 44 13 44

To value of Power from Sept. 14/74 to Sept. 14/77

12 00

" Interest on same from Sept. 14/77 to Sept. 14/78

72 12 72

To value of Power from Sept. 14/74 to Sept. 14/78

12 00

Total sum due Sept. 14<sup>th</sup> 1878

\$ 5232

clk 10.71

Shff 1.50

Comr. 2.25

144.6

\$144.46

The above is a copy of exhibit A filed with Comr. Morgan's Report in the Chancery cause of Margaret Russell vs. Jas. T. Lloyd.

H. J. Morgan, Comr.



Margaret E Russell  
vs { Statement of Dever  
Jas. T. Lloyd

---

J.



Page 1 Summar p. 14 J. J. Loyas adm. atal Dept

H. S. Ranes Acct. 23

L. J. Loyas Acct. 24

} Archery

This cause came on this <sup>April</sup> 2<sup>d</sup> day of March 1878, to be heard upon the Bills of Complainants, ~~the~~ Exhibits filed and the Answer of the Defendant by their Guardian Ad Litem, and was argued by counsel.

And it appearing that Process served to Law has been duly executed upon the adult sons, and they still failing to appear and answer the Bills as to them is taken for confessed.

And the Causes are Consolidated and hereafter to be prosecuted in the Style of the Consolidated Cause.

And it appearing from exhibits filed in Complainants said Bill, that the Debt of said L. J. Loyas is indebted to complainant in the sum \$10.00 with interest thereon from the 9<sup>th</sup> day of February 1858, and the sum of \$25.00 with interest from the 11<sup>th</sup> day of May 1858 and the sum of \$30.00 with interest from the 28<sup>th</sup> February 1859, also the sum of \$60.00 with interest thereon from the 18<sup>th</sup> day of May 1860, also the sum of \$25.00 with interest from the 16<sup>th</sup> day of March 1859, also the sum of \$20.00 with interest thereon from the 18<sup>th</sup> day of May 1859 also the sum of \$10.00 with interest from the 18<sup>th</sup> day of May 1859 & the sum of \$5.00 with interest from the 15<sup>th</sup> October 1857, & the sum of \$22.50 with interest



From the 9<sup>th</sup> October 1860 the sum of  
\$27.40 with interest from the 8<sup>th</sup> Jan'y 1858 & the  
sum of \$578 with interest from the 6<sup>th</sup>  
Jan'y 1858 + \$92.66 <sup>with interest from the</sup> 15<sup>th</sup> Jan'y 1860 + \$10  
with interest from the 18<sup>th</sup> day of October 1860 a  
\$71.37 with interest from the 15<sup>th</sup> day of Jan'y  
1860 also the sum of \$10, and the further sum of  
five dollars.

and it appearing from the allegations  
of said Bill that said Estate is  
indebted to Other Parties, and it  
not sufficiently what assets there  
is remaining in the hands of said  
Estate.

On consideration whereof it is agreed  
Ordered & decreed, that H. J. Professor  
One of the Commissioners of this Court  
take & state on oath showing  
what available <sup>assets</sup> ~~property~~ there are  
in the hands of ~~said~~ <sup>of James J. Lloyd and</sup> ~~Estate~~ <sup>the</sup> ~~Assets~~ <sup>Assets</sup> of  
the ~~debtedness~~ <sup>debtedness</sup> of said Estate,  
to whom due the amount thereof  
<sup>requiring as well of the plaintiff as of all other creditors the</sup> ~~and~~ <sup>and</sup> their respective priorities, and he will  
report any other matter he may  
deem pertinent on that either party  
may specially request, and will  
with his report in writing any  
proof he may take & the cause  
is continued

\* usual affidavit, before leaving proof of their debts - in cases  
where the party offering proof of a debt, is a personal representative  
only, requiring an affidavit of his belief that the debt is due & unpaid, either  
in whole, or in part as the case may be, as a condition to leaving proof  
of the debt.

Said Commissioner will, if he finds the personal assets insuffi-  
cient to pay the debts, ascertain what real estate the ~~decedent~~  
decedent owned at his death & its annual rental value, after  
dower is assigned will also ascertain whether or not dower has  
been assigned the widow



N. J. Konesdam  
vs 3 Deem  
L. J. Lopez Adams

Entered C. B. Reg 759

A 24 Oct 1878

I do not adjudicate  
the plaintiff's debts, - but  
simply direct an account  
of assets, debts & real  
estate - requiring aff.  
of plff & all others.

Enter  
J. A. K.  
Apr. 4/78



Commissioner's Office Jonesville Va April 29 1878  
James H. S. Kanes Admr ----- Plff

vs.

J. T. Loyd's Admr ----- Defs

Connelly F. Trigg, Survivor &c. --- Plff

vs.

T. P. Barnes, Admr &c. and others Defs

To Hon. John A. Kelley, Judge of the Cir. Court of Lee Co.

These causes have been consolidated and brought on to be heard together and, by a Decree entered therein, on the 2nd day of April 1878, I was directed as Commissioner of this Court to do certain things in the said Decree mentioned, and after having given each notice as is shown by a paper herewith filed, marked (A & B), I proceeded on the 29th day of April 1878 and succeeding days to perform and discharge said several duties, and now beg leave to submit the following remarks in explanation of the manner in which I have performed the same.

In the early part of the Fall of 1876, Dr. James T. Loyd departed this life intestate, leaving a widow and children, some personal estate, and valuable real estate and, soon after his death, Dr. Peter H. Allen and Thomas P. Barnes - his two sons-in-law, took out Letters of Administration on his estate, and they have continued to act as such down to the present time.

On the 26th day of October 1876 said Admr caused their intestates personal estate to be appraised, as is shown by the original appraisement bill, herewith filed



2 marked (H). By this paper it will be seen that the property therein listed was thought to be of the value of \$1240.85

On the 27th day of Oct: 1876, the said Admrs sold said personal estate on a credit of twelve months, as is shown by their original Sale Bill herewith filed, marked (H).

The sales thus made by them, as will be seen by reference to said paper, amounted in the aggregate to \$1175.11. Thus it is seen that the sales of the property fell short of its appraised value by the sum of \$65.74, and while this discrepancy seems to exist between the appraisement and sale bills, as I have as yet heard of no complaint with reference to the fairness of the sale, I take it that the property put up in a fair market is a better test of its marketable value than the judgment of three men however competent they may be. In this case I shall therefore consider that said sale bill shows the value of said personal estate correctly, and will charge the Admrs therewith, and not with the appraised value of the property; and this Sale Bill will constitute the principal charge against the Administrators.

The Admrs, since their qualification, have collected in the way of discount the sum of \$24.40 on a receipt given by Saml. Edsell, late Constable of this County, to their intestate in his lifetime, and this with said sale bill is all that I shall now charge to said Admrs in the settlement of their account, and based thereon, I have stated their said account and herewith file the same, marked (H & E), with which is also filed the vouchers for the credits therein allowed, marked, as in the margin, from 1 to 15 inclusive.

This Administration account consists of two statements,



the first is made as of Nov: 1st 1874, and the second embraces only six months - from the last mentioned day to May 1st 1878 - at which time said account shows that there was, or ought to have been in said Adm'r hands the sum of \$635.01, and this may be regarded as the only certain available funds which can be applied to the payment of outstanding debts against the estate. But, there are some other personal assets due the estate, which I will now advert to.

Several years ago James T. Loyd, as the executor of Noah Naughty, obtained a judgment against John Millburne for \$45.85, with interest and costs, and there is due upon this judgment, calculated down to May 1st 1878, the sum of \$89.51

This judgment has not as yet been collected, and one or more unsuccessful attempts have been made by Loyd or his Adm'r to collect the same, and there being grave doubt in my mind whether this judgment can now be collected, I thought it proper not to charge the Adm'r therewith until the same shall be collected.

This judgment appears to be due Jas. T. Loyd, as the executor of Noah Naughty, but while this is so, yet the debt, if collected, is due to his estate for, as we shall after a while see, Dr. Loyd's account as such executor was settled by me in a pending suit, and if my action in said matter shall be confirmed, then Dr. Loyd as such executor will have accounted for this debt, and having done so, the same becomes his individual property.

On the 3rd day of April 1872, Dr. Loyd sold to Henry C. Hopkins, John C. Hopkins, Daniel W. Oaks, and James Hopkins, or one or more of them, a tract of land, ly-



ing on Blackwater, and in consideration thereof, said parties executed to said Loyd three notes or bonds, the 1st of which is for \$333.33 $\frac{1}{3}$ , due and payable March 1st 1873, the 2nd is for \$353.33, due and payable March 1st 1874, and the 3rd and last is for \$373.33, due and payable March 1st 1875. On the 1st of these bonds there <sup>are</sup> two credits, one for \$235.<sup>00</sup> Augt. 1st 1874, and \$70.<sup>00</sup> Oct. 18-1875 leaving a ballance due thereon May 1st 1878 of \$68.13. On the 2nd bond or note, there is a credit of \$288.58, leaving a ballance due upon it May 1st 1878 of \$114.75 and upon the 3rd of said bonds, there is no credit, and there is due thereon May 1st 1878 the sum of \$444.26. Upon these three notes, and the judgment against Milbourne, there was due on the 1st day of May 1878, the sum of \$716.65, and that, with the funds shown to be in said Admr's hands will amount in the aggregate to \$1351.66, all which is shown by a statement herewith filed marked (A F) with which I also file an abstract of said <sup>judgt. and said</sup> three notes, marked 1, 2, 3, & 4. As before stated these three notes were given for land, and I am informed by the Admr's that it is very doubtful whether the parties will ever be able to pay off and discharge them, and if not, Loyd's heirs will have to take the land back, or proceed to subject <sup>it</sup> to sale, to pay the ballance of the purchase money, and in either event, it will be uncertain what the Admr will realize thereon. And this being the doubtful condition of these notes, I thought it best for the present not to charge the Admr's therewith, and hence I did not do so, but thought it proper to make said statement (A F) in order



57 to show what might possibly be realized, in addition to what I have already shown to be in the hands of the Admr.

The Admr further inform me, that there has come into their hands as such Admr. a small number of small notes and accounts which appear to have been due their intestate in his lifetime, but as to these, they are uncertain whether or not they will ever realize anything thereon. Some of them, they regard as being owing by parties who are insolvent, while others are in an unsettled condition, and they say, that should they succeed in collecting any of them, they will hereafter account for the same. These matters will not <sup>+ cannot</sup> as I am satisfied, amount to but little anyway, and hence I made no particular enquiry with reference thereto and did not charge the Admr. therewith.

I now file herewith as a further part of this report, another paper, marked (A & G), which is a statement and calculation down to May 1st 1848 of all debts and demands against the estate of said Lyd, which have been sufficiently proved and established to allow the same, with which are also filed the evidences of debt therein set out, marked as in the margin therein B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, X + Y.

The Plaintiff, Jas. L. Shoemaker, as the Admr. of H. S. Kane de'd in his bill against the Admr. & heirs of said Lyd filed therewith, as evidences of debt against Lyd's estate fifteen papers, marked from B to P inclusive.

Those evidences of debt marked B, C, D, E, F, G, H, I, J, K + L are all notes or bonds executed by Jas. T. Lyd in his lifetime to Henry S. Kane, David R. Kane, and



John Pennington. Those exhibits, marked M. & P. are receipts and those marked R. & L. are mere open accounts bearing date in 1858 + 1860, as to these last two, they being mere open accounts, are barred by limitation, and I have wholly disallowed them, and no further notice will be taken of them.

Those exhibits marked F. & C. H. & O were notes given by Jas. T. Loyd, as Admr. of Jas. M. Pendleton to H. S. Kane.

The one marked F. was <sup>a note</sup> given by said Loyd, as Admr. of John Arey to David R. Kane. The one marked C. was a receipt given by said Loyd to David R. Kane, and the one marked H. is a note given by said Loyd + Reuben Steel to John Pennington, and by him assigned to John Milburne, and by him assigned to David R. Kane.

These several notes I have allowed as charges in favor of Jas. L. Shoemaker as Admr. of H. S. Kane against the estate of Jas. T. Loyd, and I have also allowed something on account of said two receipts marked M. & P., but as to which, I shall submit some further remarks in explanation thereof. The claims allowed Kane's estate against Loyd's estate are set out on the first two pages of said paper (H.) and as there calculated amount in the aggregate to \$730.43 May 1st 1878, all of said exhibits are filed + enclosed in the affidavit of Jas. L. Shoemaker made with reference to said several claims.

I must now invite your attention to the subject matter of said <sup>two</sup> receipts. On the 19th of Octr 1859, Henry S. Kane held three notes upon John Arey, one of which was for \$27.15, another for \$15.<sup>00</sup>, and a third for \$5.<sup>00</sup>, which we <sup>re</sup> delivered



to Dr. Loyd, and he gave Mr. Kane a receipt therefor, showing the fact that they had been delivered to him, that they had been assigned to him by Mr. Kane, and that he, Loyd, was to endeavor to retain the amount thereof in his own hands out of the effects of John Arey, and when so collected, said Loyd was to retain \$2.50 and the residue he was to pay over to Mr. Kane, and on the same day, Dr. Loyd gave a receipt to David R. Kane and upon the same conditions as that to Henry S. Kane for a note on said John Arey for \$71.31, this note, it seems like the others was assigned to said Loyd by David R. Kane, and Loyd by his contract was to endeavor to retain the amount of said note out of the assets belonging to the estate of said Arey, and if he succeeded was to retain \$5.00 thereof and the residue to pay over to said David R. Kane, and these are substantially the conditions of the two receipts.

At the time these receipts were executed Dr. Loyd was the Admr. of John Arey, and the two Mr. Kanes, no doubt, suspected that John Arey's estate would prove insolvent, and unable to pay all of his debts and in order to get these debts as they supposed, they adopted this plan, that is, they doubtless thought at the time that, as Loyd was the admr of Arey, if they would <sup>assign</sup> their debts to him, and take these obligations, that Loyd would then be entitled to retain these as well as any other individual debts that he, Loyd, might have against John Arey, out of the assets in his hands belonging to that estate, and when I came to settle the account of Loyd as Admr. of John Arey, he offered these several notes and claimed credit therefor, but I declined to allow him credit



therefor, but did report them as outstanding debts against Arey's estate, and said Loyd was allowed to retain in his own hands out of the assets of said estate in his own hands their equal distributive share which was about 38 per cent of the amount due upon said several notes, calculated down to January 1st 1873.

On account of the note assigned by David R. Kane to Dr. Loyd, and accepted for by Dr. Loyd to Kane, in the distribution of the assets of said Arey's estate, said Loyd was allowed to retain in his own hands \$48.20; and on account of the three notes assigned by Henry S. Kane to Loyd the latter was allowed to retain out of the assets in his own hands on account of the first note \$12.85, on account of the second \$10.27, and on account of the third \$4.16, all as of January 1st 1873. These sums which Loyd retained in that suit on account of the four Kane debts, amounted in the aggregate to \$82.48, and when we deduct the compensation allowed said Loyd for his services in the premises, leaves a balance of \$69.98, and that sum I now report in this suit as due to H. S. Kane's estate from the estate of said Loyd, and have entered said claim in said paper (A.G.) as item (M & P) with interest thereon from Jan'y 1st 1873; and with the other evidences of debt, I file a copy of so much of the exhibit filed in my report in the cause in which the matters of said Arey's estate were wound up as shews the pro rata share to which each of said four notes was entitled.

It will be remembered, that in taking an account in a suit brought in Scott County by Henry A. Morison



9) against Henry S. Kane, as Admr. of David R. Kane, I charged the estate of Henry S. Kane with the \$48.20, which by the terms of Dr. Loyd's contract, he ought to have paid to David R. Kane, on account of latter's note against Hrey's estate, and having done so, that debt now becomes due to H. S. Kane's estate, and I have accordingly allowed it along with other claims of H. S. Kane against said Loyd.

In charging the estate of H. S. Kane with said \$48.20 I find that I did injustice to the extent of \$5.00, because I charged the full amount thereof, when according to the contract between said Loyd & Kane, the former was to retain \$5.00 for his trouble, while in the adjustment of this matter in this suit I have allowed said \$48.20 - subject to a credit of \$5.00, and while I thus did injustice to Mr Kane's estate to the extent of \$5.00, I have in this suit allowed him two claims against Loyd's estate, one for a note executed by Loyd to David R. Kane & the other a note executed by Loyd to Gion Pennington and assigned to David R. Kane amounting in the aggregate to \$244.47 calculated down to May 1st 1875. These two notes, so far as anything appears upon them were due to David R. Kane at the time of his death, and had I that case in Scott now before me, I should be disposed to charge said two notes to the estate of said H. S. Kane as David R.'s admr., but at the time I had that case before me I knew nothing of these notes, or at least I had no sufficient evidence before me upon which to base such a charge at the time, and I only advert to these things here, that the parties interested may through this



channel get some information with reference to their rights.

I shall now pass from claims allowed Col. Shoemaker, as the admr. of H. S. Kane against Loyd's estate to the consideration of the other claims referred to in said statement (A & B). The claim marked (D) is for a note or bond executed by Dr. Loyd to David Sullins for \$178.82 - subject to two credits, leaving a ballance due thereon when calculated to May 1st 1878 of \$97.67. There is no affidavit of the said Sullins or any one else with reference to this note, and I did <sup>not</sup> deem it necessary that there should be one, for the following reasons: for two or three years prior to his death, Dr. Loyd was scarcely competent to transact business and knowing that fact, he turned over his business principally to Dr. Allen, and entrusted him with the management and conduct thereof. The note now under consideration was executed by Dr. Allen as the agent of Dr. Loyd to said Sullins, and one of the payments thereon was made by Dr. Allen for Dr. Loyd in his lifetime, and the other was made by J. P. Barnes, as his Admr., since his death, and Dr. Allen and Barnes therefore know all about it, and do not claim that said note is entitled to any other or further credits.

The claim marked (R) is the ballance of an account of \$45.87 due Shelburne & Hurst from the estate of Dr. Loyd. This account, as originally made out, amounted to about \$129.88, but during the period while said account was running or being contracted, there was paid thereon the sum of \$34.55, and since the death of said Loyd, Thos P.



Barnes, as one of Loyd's Admors, has paid \$50.<sup>00</sup> thereon, leaving a balance, as before stated. This account is not as well proved as might be desired, but it seems to be conceded by the parties interested that the claim is just, and Thos Loyd one of the heirs of Dr. Loyd swears that it is correct and just, and that it is unpaid.

The claim marked (S) is a note executed by Dr. Loyd to Carr Bailey on the 22<sup>nd</sup> day of Sept. 1871, due one day after date, and upon it there is now due \$47.21, and with said note may be seen the affidavit of Mr Bailey, which is full and satisfactory.

About the year 1858, Dr. Loyd bought of John M. Russell a tract of land lying on Elk Knob, and a conveyance was made by him therefor, but in this conveyance the wife of said Russell did not join. It is said that said John M. Russell died during the year 1863; about the 14<sup>th</sup> of Sept. 1874, his widow, Margaret E. Russell filed her Bill in your Honor's Court <sup>vs. Dr. Loyd</sup> claiming Dower in said land; by a Decree entered in that cause some year or two ago, it was determined that she was entitled to Dower, but on the application of the Deft, he was <sup>not</sup> required to <sup>assign</sup> her Dower in kind, but to pay her interest or damages during her life, in lieu of dower in kind, and I was appointed a Comr to ascertain the yearly value of such Dower.

In that case I have recently made my report upon the grounds therein stated, in which I fixed the value of her Dower at \$12.00 per year. She having brought her suit on the 14<sup>th</sup> of Sept. 1874, I take that to be the time from which she is entitled to receive damages



during her life at the rate of \$12.<sup>00</sup> per year, and if my report shall be confirmed, it follows that on the 14th of Sept: next, there will be due her, of principal money, the sum of \$48.<sup>00</sup>. But, as the sum of \$12.<sup>00</sup> ought to have been paid to her at the end of each year, it occurs to me that she ought to be allowed interest on each \$12.<sup>00</sup> from the end of each year until paid, and with <sup>this</sup> view, I prepared a statement showing that there will be due said widow on the 14th of Sept: 1878, the sum of \$52.32, and a copy of that paper I now file as exhibit (J) among the evidences of debt in this cause, and allow said widow a charge against this estate as item (J) for that sum. The costs, however, in that suit down to Sept: next will amount to \$29.56 and I suppose Dr. Lloyd's estate would be liable therefor, but by the decree under which that report was made, Mr. Miller, the counsel for said widow released the attorney's taxable fee in the case, and this being done only leaves \$14.46 the residue of said costs to be accounted for + I accordingly charge them to this estate, and this added to said \$52.32 makes the sum of \$66.78 on account of said suit for dower.

It is possible, however, that Dr. Lloyd's estate would only be liable for interest or damages in lieu of dower from the bringing of the suit until his death, which was about two years, and the widow and heirs would be liable therefor after his death. But, without deciding that question, I have made this a charge against the estate, because I did not think it would make



13) any difference to the parties interested whether the same be paid by the estate, or by the widow & heirs, or partly by the one, and partly by the other.

The claim marked (U) is the ballance of a lot of Fee Bills of \$13.82 due J. W. Orr as Clerk from the estate of said Loyd after deducting credit of \$18.50 paid thereon by F. P. Barnes, and with said Fee-Bills is filed the affidavit of Mr Orr, marked (U).

The claim marked (V) is a Judgt. March 1876 in favor of L. W. Pendleton against Jas. J. Loyd for \$308.93, with interest from February 11th 1873 and costs and this judgment, when calculated down to May 1st 1878 amounts to \$412.68. A copy of the said Judgment is filed with the other evidences of debt marked (V), at the foot of which may be seen the affidavit of said L. W. Pendleton, which seems to be full and complete.

This affidavit discloses the fact, and it is also known to me personally, that sometime ago, said L. W. Pendleton assigned to Mr Patrick Hagan \$212.<sup>00</sup> of said Judgt., but, as will be seen, I have allowed the whole against said Loyd's estate, in the name of said L. W. Pendleton, and when the same shall have been paid she and Mr Hagan will have to adjust the matter between themselves. This Judgment having been rendered during the lifetime of D. Loyd, it operates as a lien upon his real estate, <sup>as do</sup> also the claims, heretofore referred to, of H. L. & David R. Kane in the John Arey estate matter and, in point of time these latter have priority over



the former, but as the estate is entirely solvent, it is hardly necessary to refer to this matter of lien in detail.

On the 11<sup>th</sup> day of May 1854, Dr. Loyd executed his note to Connally F. Trigg & Jos. J. Campbell for \$25.<sup>00</sup>, for their fee in the action brought by Henry Parker v. John S. Loyd for land; the note further provides that if the said Campbell or either of them shall attend the survey, then said Loyd was to pay them what might be reasonable, in addition to said \$25.<sup>00</sup>. There is no evidence tending to show that either of them did attend the survey, hence \$25.<sup>00</sup> is all <sup>that</sup> could be reasonably claimed, with its accruing interest; and upon this note there are two credits, the 1st for \$10.<sup>00</sup> paid January 23rd 1856, and the other for \$2.<sup>00</sup> paid Jan'y 18<sup>th</sup> 1858, and on this note a bill has been filed by Connally F. Trigg as the surviving partner of said Law firm against the admors & heirs of said Loyd, and the note here referred to may be seen among the papers of said cause, with which it is filed, as exhibit (A) therein. On this note, there is a balance due, when calculated down to May 1st 1878, of \$38.98, and this note or rather the balance I have allowed as item (10) in said statement of outstanding debts marked (AL). So far as this claim is concerned, there is no affidavit and I did not know to whom to apply to get such affidavit, the admors of Dr. Loyd seem to know nothing about this claim and of course do not know whether or not it is entitled to any other or further credits. The bill filed in this cause by Trigg is not an-



suered or denied, and I did not know what else to do than allow it.

About the year 1861 or 1862, D. Lloyd became the Executor of Noah Daugherty's dec'd, and he continued to act as such until the time of his death. During the latter part of the year 1875, I, as a Commissioner, stated and adjusted his account as such Exr in a suit brought the heirs of said Noah Daugherty for the purpose, and by that settlement of his account, I ascertained and determined that there was due from him as such Exr upon such final settlement to Isaiah Daugherty, who had brought out the interest of all the other heirs, the sum of \$44.36 as of Sept: 20th 1875 and, of course, that sum ought to bear interest from that date. For reasons unknown to me no action has been taken upon my report in said cause from that time to the present. It cannot, therefore, as yet, be strictly regarded as a debt, but as I believe my report in that cause to be correct, I am disposed in this cause to treat said \$44.36 as an outstanding debt against Lloyd's estate, with interest thereon from said Sept: 20-1875 and the administrators of Lloyd have been disposed to regard it as a debt for, since the filing of said report, they have paid to Isaiah Daugherty thereon the sum of \$24.40, but when calculated down to May 1st 1878, there is a balance due thereon of \$23.58, and that sum I've allowed Isaiah Daugherty against D. Lloyd's estate as item marked (A).



In the suit, just referred to, of Daugherty's heirs vs. Dr. Loyd as such Executor, costs have been incurred amounting, perhaps, to some \$60.00 or \$75.00, but as no decree has been entered therein settling the question of costs, I can make no disposition thereof in this suit. If Loyd's estate should be decreed to pay those costs, then the amount thereof would constitute a further charge against the estate, but if Daugherty should be decreed to pay the costs, then said \$23.58 will be all that Loyd's estate will be required to pay, so far as that suit is concerned.

About the year 1868 or 1869, Dr. Loyd, as the Adm<sup>r</sup> of John Arey obtained a judgment against John Parsons, late Sheriff of Lee County, and a number of other persons his securities - among that number Alex<sup>r</sup> D. Stout, J. B. Zion, Marion D. Richmond, and Isaac T. Bishop for about \$144.<sup>00</sup> with interest and costs. This judgment, as a matter of course, operated as a lien upon the land of all the defendants against whom the judgt. was rendered. Some years thereafter, bills were filed by some one or more persons against said Stout to enforce sundry liens against his real estate, and it having been suggested during the progress of those suits, that there were many other judgt. liens against said Stout's land, I was appointed a Commissioner and directed to take an account of said judgments, their order of priority &c. In performing that duty, I reported one fourth part of said judgments, amounting to \$52.<sup>00</sup> as



17) as a lien against said Stout's land. This estimate was made as of the 19th of February 1872, all of said Stout's lands were sold under decrees in those suits, and out of the proceeds arising therefrom, said \$52.<sup>00</sup> with its accruing interest from Feby 19th 1872 was paid to Dr. Loyd by Judge Lane, the Commissioner who sold said lands, and in my report in those causes, I suggested that said original judgment should be credited, on the Execution Book in the Clerk's Office, with said \$52.<sup>00</sup> thus reported by me against Stout's land as of Feby 19th 1872, but this was not done, and a year or two thereafter, said Loyd sued out of the Clerk's Office an Execution against the defendants in the original judgment for the full amount thereof principal, interest, and costs, and this original judgment was thus proceeded on, until Marion D. Richmond, A. D. Zion, and Isaac F. Bishop paid to Dr. Loyd the full amount thereof. Now, it is thus seen that Dr. Loyd having received from Judge Lane \$52.<sup>00</sup> on account of said judgment, and then subsequently having collected the full amount of said judgment from the other three parties, it follows, that he has twice collected the said sum of \$52.<sup>00</sup>, or in other words he has collected said \$52.<sup>00</sup> from said three parties under his execution, when in fact, it ought to have been entered as a credit on the execution, as of Feby 19 1872 and having done so, — no doubt inadvertently or unintentionally — still he ought or his estate ought



to be required to refund to said three parties said \$52.<sup>00</sup>, and I accordingly allow said Marion S. Richmond, A. D. Zion, and Isaac T. Bishop a claim for that sum against his estate, with interest from Febry 19<sup>th</sup> 1872, and when calculated down to May 1<sup>st</sup> 1878 amounts to \$71.34, and this is the last item entered in said statement (A) and is marked (Y) in the margin therein.

I have now passed upon all the claims that have been produced before me, and they amount in the aggregate to \$1548.36 to May 1<sup>st</sup> 1878.

There are some other claims against said Loyd's estate, but I shall not now report them as such for reasons which I shall hereafter state.

In the suit brought and determined for the winding up of said Arey's estate, before referred to, there were many claims against Arey's estate, and those persons holding such were entitled to their distributive share of the assets of said estate, and D. Loyd was directed to pay each creditor according to the sum reported by me as due each, and while I am satisfied that he has paid off and discharged much the larger part of those claims, still I feel confident in my own mind, that some of them have not been paid, but the amount of the claims not so paid or to whom due I do not know, and hence I cannot report them as debts now owing by the estate.

And if there are any other debts not so paid,



I know of no other course to pursue than for such as have not been paid to come into this suit, show that fact, and have the same adjudicated in this suit.

Since stating the administration account of D. Allen and Mr Barnes in this suit, the latter informs me, that he collected and received from Boon Milbourne a debt due his intestate, amounting to \$24.30, and which I had not charged to the Admins in the adjustment of their account, I therefore add that sum at the foot thereof, and by doing so, it makes the assets in their hands amount to \$659.31, instead of \$635.01, as before stated. Now, said sum of \$659.31 being the certain available assets, and the outstanding debts against said estate as now passed upon amounting as they do to \$1548.36 as before stated, it follows, as a mathematical consequence, that the assets shown to be in the hands of the admins will fall short of paying the indebtedness against the estate, the sum of \$889.05. But, if the admins could succeed in collecting the assets due the estate as shown by exhibit (A F) with this report, then they would have the further sum of \$716.65, as before stated. Then suppose we allow them a commission of 8 per cent thereon, and deduct that sum from said \$716.65, it would leave the sum of \$659.32 of the assets due said estate not



yet collected, to be applied to the payment of outstanding debts, and was that sum so applied, it would only leave \$229.73 to be raised by a sale of real estate, or a renting thereof.

Now, it is somewhat uncertain as to the amount which will ultimately be realized upon these uncollected assets, still I would think that at least one half thereof will be realized, and if the sequel proves that I am correct in this supposition, then it will only leave five or six hundred dollars to be raised by a sale of real estate or a renting thereof, in order to cancel all claims against the estate herein reported.

Dr. Loyd, at the time of his death was the owner of a valuable tract of land lying in the neighborhood of Rocky Station, but the quantity of land I do not know certainly; I think that the tract perhaps, contained about 400 acres, and probably 150 acres thereof cleared and suitable for cultivation, the widow has not had dower assigned her therein. I cannot say what the lands outside of the dower would be reasonably worth in annual rental value I would think, however, that they ought to bring at least \$100<sup>00</sup> per year, and if this estimate is correct, then I think the rents of the lands for five years, the funds now in the admr's hands and such of the assets due the estate, not yet collected, as may be ultimately realized will, in all, probably pay the debts now reported against said estate.



21) During the progress of this account, H. J. Trent produced an account before me against D<sup>r</sup>. Loyd's estate, amounting to \$40.99, for shoe and boot-making, credited by \$25.32, leaving a ballance of \$15.67. The admors and heirs concede the fact, that there was a small ballance due said Trent upon this account, but not to the full extent claimed. Since the death of said Loyd, the admors have paid thereon, the sum of \$10.<sup>00</sup>, which they think is as much, or perhaps more than was actually due thereon, and said account not being as completely proved as might be desired, I have concluded not to allow anything further thereon, and the said account is herewith filed, marked (A & H).

Some five or six years ago, N<sup>r</sup>. Loyd and N<sup>r</sup>. Allen executed their joint note, with myself as their security, to Wright Stickley for something more than \$1300.<sup>00</sup>, the precise amount I do not recollect; this note or bond was given for the ballance due upon a deed of trust executed by Henry Barker, in his lifetime, to Vastine Stickley, and was executed to rid the Barker land of that incumbrance. At the time of the execution of this note, N<sup>r</sup>. Allen paid \$140.<sup>00</sup> thereon as well as I now remember, leaving still due thereon at the time about \$1200.<sup>00</sup>.

On the 17<sup>th</sup> day of May 18<sup>th</sup> 4, N<sup>r</sup>. Loyd executed to me his note or bond for \$1283.45, with 8 per cent interest thereon from that day till paid.

Sometime after the execution of these two notes, N<sup>r</sup>. Loyd sold to N<sup>r</sup>. Allen the said Barker farm, and by the



terms of that contract, Dr. Allen was to pay, as a part of the purchase price for said land, the said note or bond to Stickley, the debt due to me, and another debt due by Dr. Loyd to Martin Drake of about \$1200.<sup>00</sup> and then the residue of the purchase price, after deducting what was then due by the said Loyd to said Allen was to be paid by said Allen to said Loyd, at such time as said Allen might be able to do so. The debt due Martin Drake by Dr. Loyd, I understand, has been settled by Dr. Allen, and from the time said note was executed to Stickley, Dr. Allen has --- paid the interest thereon regularly down to the present time, and within the last year or two has <sup>paid</sup> ~~been~~ thereon of principal money some \$700.<sup>00</sup> or \$800.<sup>00</sup>, leaving a balance still due upon said note, of some \$400.<sup>00</sup> or \$500.<sup>00</sup>, for which, to say the least, Dr. Loyd's estate would be ultimately bound for one half thereof.

After the sale of Dr. Loyd to Dr. Allen, as before stated, the latter, on the 11th day of Oct: 1875 executed to me a written instrument by which he bound himself jointly with the said Loyd to pay to me the said sum of \$1283.45, with interest thereon according to the face of the original note, and a copy of said note and of said original obligation is herewith filed, marked (A).

And since the execution of the latter, Dr. Allen has paid me thereon \$450.<sup>00</sup>, but it still leaves at the date of the last payment about \$1250.<sup>00</sup>.

I am sure that it is the intention of Dr. Allen to pay the balance of these two debts, and I have no doubt



he will succeed in doing so, if no misfortune should overtake him, but human life is uncertain, and no <sup>one</sup> can tell how soon misfortunes may fall upon any of us. And hence, so far as these notes are concerned, I do not desire to loose any rights which the parties may now have of looking to Loyd's estate for payment thereof, and for this reason I here advert to these matters in detail.

Mr Stickley, I think, is looking to Dr. Allen for the payment of the ballance due upon his note, and so far as I am concerned, I am disposed to give Dr. Allen all the indulgence I can, in order to enable him to meet the debt; and, should he succeed in doing so, to relieve Dr. Loyd's estate from the payment thereof, but until the same is paid, I do not release any right I may have to enforce payment out of Dr. Loyd's estate.

On a final settlement of the matters between Dr. Loyd's estate and Dr. Allen, with reference to the purchase price of the Parker land, I have no doubt that Dr. Allen will be owing Dr. Loyd's estate something on account thereof, but how much it may be, I have no means of now ascertaining, and besides, I do not think it was the intention of Dr. Loyd to call upon Dr. Allen for anything until the debts assumed by Dr. Allen for Dr. Loyd, <sup>should</sup> have been fully discharged, and as yet such has not been done.

I have now adverted to all matters connected with the estate, so far as I know, and no one



Henry S. Kares admr  
vs } Coman's Refute.

James T. Loyds admr & al  
Filed Aug. 14th 1878.

James W Orr, Clk.

1878 Aug. Decree & costs

Commissioners fees \$27.00

has required any special statement at my hands  
All of which is respectfully submitted.  
Henry S. Morgan, Clerk.



# Appraise Bill

Oct 26<sup>th</sup> 1876

We Isaac Burk C. V. Young  
and G. C. Duff appointed to appraise  
the property of J. T. Loyds Est.  
proceeded to appraise the following  
property to wit,

1 bay mule	\$ 70.00
1 " two year old calf,	70.00
1 " one " " "	50.00
1 Bone " " " "	40.00
2 Saddle four " " Horses	170.00
30 head of Sheep at 2 <sup>00</sup> each	60.00
3 " Two year old heifers	50.00
12 " Yearlings	120.00
1 white milch cow	20.00
one yoke of Oxen	50.00
1/2 of wheat for mill	14.00
1 straw knife & Box	3.00
3 Hay stacks at 8 <sup>00</sup>	24.00
2 turning plows	5.00
1 Corn sheller	15.00
	<hr/> 751.00



1 mowing machine	\$ 50.00
1 old waggon	8.00
1 set Black Smith Tools	15.00
1 grind stone crank	.40
1 mattock	.50
3 Cythus & cradles	7.00
2 Cythus	.75
a lot of planes	2.00
1 bench screw	.25
2 double trees	1.50
1 hand saw & drawing knife	.75
1 + cut saw	3.00
1 broad ax	2.00
2 augers	1.25
1 brace	.50
1 drawing knife & rule	.25
2 axes	.50
1 syke blade	1.25
1 muntrey ranch	.75
1 mowing syke	.25
1 saddle	3.00
1 gun & Sabers	.20
	<u>99.10</u>

1 rifle gun	10.00
2 Saddles	.75
1/2 Cain mill	8.00
14 bu hives at 2¢	28.00
~ ~ ~ ~ ~ <del>Wimbergers</del>	
bus wheat at 80¢ per bus	
1 Sorrel horse	125.00
1 bay ~	75.00
1 yakie oxen	65.00
1 ox wagon	75.00
1 pistol & belt	4.00
	<u>390.75</u>
	99.10
	751.00
	<u>1240.85</u>

Oct 27<sup>th</sup> 1876

G. B. Duff  
 C. V. Sperry  
 Isaiah J. Black

} Apr  
 ~

P. H. Allen  
 J. P. Lamm

} Adams



Virginia Lee County Court Clerks office the 5th day of  
Novr 1877. The foregoing Appraisement Bill of the personal  
property of James T. Loyd's decd. was this filed in this office  
and admitted to record. Secte. P. W. M. J. R. L.

1240.85  
1175.11  
65.74

Ja. T. Loyd decd.  
Appraisement bill

Recorded in Series  
Book No. 6 Page 494  
R. H. Orr Jr. W. C.

(A. C.)

Nov 5th 1877.



# Sale Bill of J. J. Taylor's Est.

October 27<sup>th</sup> 1876 on twelve  
Months Credit

1 hand saw & draw knife	A. C. Loyd	.50
1 + cut saw	H. Baity	2.50
1 brace	" "	.80
1 two in ones	A. J. Wilson	.75-
1 five quart auger	J. Loyd	45-
1 rule	Cash	Paid 5-
1 broad ax	G. W. Barker	Paid 2.25-
1 monkey wrench	J. Loyd	.35-
1 sythe	" "	.75-
1 mowing sythe	D. Banner	20
1 pistol	P. H. Allen	2.00
1 gun & saber	J. P. David	.30
1 Rifle gun	J. Loyd	12.00
1 Saddle	" "	2.00
1 sythe & cradle	G. L. Duff	Paid 2.00
1 " " "	J. Loyd	1.00
1 " " "	D. Banner	.55-
1 double tree	G. L. Duff	Paid .50
1 bench screw	J. Loyd	15-
2 Saddles	P. H. Allen	1.25-
2 Sythes	J. Loyd	.40
		<u>30.75</u>



2 plowes	J Baxter	90
1 set tung & groove	" "	90
1 jointer	" "	45
1 mattock	R D Young Paid C	.65
1 grindstone crank	D Banner	45
3 turning plows	J. Loyd	2.50
1 ox	J Burke Paid C	.25
1 mowing machine	P.H. Allen	30.00
1 milch cow	John S Hall	16.50
1 pided hip	Wm Sullivan	18.25
1 rone	D Banner	22.20
1 red	J Crabtree	15.50
1 spuckelt	Jo Williams	7.80
1	J T Poter	8.55
1 pair calves	A. R. Surgnier	33.25
5 Steers	Alex Loyd	70.00
1 calf	D Banner	3.60
1 pided Steer	Alex Loyd	10.75
1 ox wagon	J Baxter	68.00
1 yoke oxen	Isak Burke	70.00
1 bay horse	Thor Burke	57.50
1 sorrel	J Baxter	117.50
1	Davenport	45.25
		592.75

1 sorrel horse	A. b. Baxter	93.50
1 mule	A J Litton	65.30
1 bay colt	A R. Surgnier	67.00
1	Ja. Munghum	54.10
1 rone	J Poter	29.80
1/2 wheat fan	A. J. Wilson	1.00
5 head sheep	H H Brashier	12.50
5	M Drake	9.25
7	J A Hubbard	11.25
15 bus wheat at 91c	A. b. Loyd	13.65
15	" " " 92c	13.80
" " " 77	" " "	
1 bee stand	H Bungardner	2.35
1	" " "	1.00
1	Sanders	1.05
1	H Bungardner	.25
1 hay stack	G Crabtree	10.75
1	A J Litton	5.00
1	" " "	3.00
1 Red hip	Mrs Loyd	16.66
1 set Black Smyth Tools	" "	15.00
1 yoke oxen	" "	50.00
1 ox waggon	" "	8.00
		484.61



13 head sheep at 24	Mr. Loyel	26.00
5 bu stands at 24	" "	10.00
1/2 Cain mill	" "	8.00
1 Straw knife & box	" "	<u>3.00</u>
		47.00
1st Column \$30.75	P. H. Allen &	
2nd " 592.75	J. D. Barnes.	} Adms,
3rd " 484.61		
4th " <u>47.00</u>		
	\$1175.11	

Part of Loyel's  
Sale Bill

Received in full  
Cash 10.18. 1870 495.

P. H. Allen & Co.

\$1175.11

(540)

Nov 5th 1877.

Virginia, Lee County, Civil District Office, the 10th day of Jan 1877  
The foregoing Sale Bill of the personal property of James J. Loyel  
recd. was this day filed in this office and admitted to record.  
Wm. J. M. Dyer, Jr. C. C.



Commissioner's Office, Jonesville 8<sup>th</sup> April 15 1878.  
Trigg & Campbell, Plffs vs Jas. T. Loyd's Admrs. Wfs. In Chy.  
Henry S. Kane's Admrs. Plffs. Same Wfs. In Chy.

Notice is hereby <sup>given</sup> the parties, and all others interest-  
ed, that, at my office in Jonesville, on the 29<sup>th</sup> day  
of April 1878, I will proceed to discharge the sever-  
al duties required of me by a Decree entered in the  
above styled causes, on the 2nd day of April 1878, at the  
time & place aforesaid; the Admrs of said Loyd, and  
all claiming to be creditors are required to appear, with  
all necessary papers, and evidence to shew their demands  
1st. Will state, settle, and adjust the account of J. P.  
Carnes, and Dr. P. H. Allen, as Admrs of the estate of  
said Loyd, and thereby ascertain the assets in their  
hands, which may be applied to the payment of  
outstanding debts;

2ndly. Will hear proof of, and report the debts due  
and owing by the Estate of said Loyd & the aggregate  
amount <sup>thereof</sup>; and

3rdly. If necessary, will ascertain the lands owned  
by Intestate, at the time of his death, and the annual  
Rental value thereof, exclusive of the widow's Dower.

Henry J. Morgan, Comr.



H.S. Kunes adm<sup>l</sup> + ul

vs. { Notice April 29/78

Allen + Barnes adm<sup>l</sup> + ul

The 17<sup>th</sup> of April 1878 I sent  
a copy of the within to be  
posted at Stickleyville

H. J. Morgan loan<sup>d</sup>

Executed by delivering  
a copy to P. Allen + J. P. Barnes  
and posting a copy at Hurst  
+ Shelbourne Store and a  
copy at A. L. Lodge's Store

April 19<sup>th</sup> 1878

Thos. J. Daly D.S.  
For Thos. J. Daly A.L.C.

(AB)



D. J. H. Allen & Thos. P. Barnes adms of Jas. Lloyd decd.

1877	To the hurs & creditors of said estate		
Nov. 1.	To Bal. bill Oct 27 1876 due Oct 27 1877.	1275 11	
	" this sum received on Sam. Edsall's receipt	24 40	
	Total Debits Nov. 1 <sup>st</sup> 1877.		1199 51
	By 8 per cent Commission thereon	96 96	
1	By this sum paid J. W. Orr	2 50	
2	By this sum paid Isaac Daugherty	24 40	
3	" " " " J. L. Scott & D. Shuff	184 52	
4	" " " " Duff Bank & Co	3 00	
5	" " " " J. M. & C. F. Bank	3 64	
6	" " " " John Parsons	3 00	
7	" " " " Jas. A. McKinnon	7 45	
	By this sum paid in adms hands to Square	874 04	1199 51
1878	2		
May 1	To this sum in adms hand last credited above	874 04	
	Interest on same 6 mos. to May 1/78	25 22	
	Total Debits for the half year May 1/78.		899 26
	By 8 per cent Com on said interest	2 01	
8	By this sum paid Taxes on Smithtown	2 65	
9	" " " " H. J. Treant	10 00	
10	" " " " Shelburne & Hurst	50 00	
11	" " " " A. Baumgardner adms.	13 67	
12	" " " " A. J. Sutton	57 12	
13	" " " " Geo. P. David	10 30	
14	" " " " David Sullens	100 00	
15	" " " " W. Orr	18 50	
	By this sum in adms hand to Square	635 01	899 26

1878 May 1	Bal in adms hand May 1. 1878.	635 01	
	To this sum recd by T. P. Barnes from Boon Milburne	24 30	
		659 31	



P. H. Allen & Thos. P. Barnes  
adms. of James S. Lloyd  
Statement of their  
accounts as such

\$635.01 May 1 - 1878  
24 30  
659.31

(A6)



Statement of debts due the estate of James T. Loyd decd, and which are not charged to his administrators, for the reason that it is not certain what sum if any in money may be realized thereon. But is made to show the probable personal assets of said estate.

- 1 Judgt of Jas. T. Loyd. Exor. & vs. John Melbourne with interest from Sep 20/62 for 45.85  
Bal of Int to May 1-1878 after credit off <sup>1868</sup> 37 55  
Add for costs of bringing suit &c. 6 11 89 51
  - 2 Note by H. G. Hopkins pro. O. Hopkins Dand W. Oaks & Jas. A. Hopkins to Jas. T. Loyd April the 30<sup>th</sup> 1872 due March the 1<sup>st</sup> 1873 for \$33.33<sup>33</sup> Subject to a credit of \$235.00 paid Aug. 31<sup>st</sup> 1874 & \$70.00 paid Oct the 18 1875. Balance due last date this sum. 59 13  
Interest on same to May 1-1878. 9 00 68 13
  - 3 Note by Same to Same April 30<sup>th</sup> 1872 due March 1 1874 for \$33.33 Subject to a credit of \$288.58 paid Oct 27<sup>th</sup> 1876. Balance due at last date this sum 105 28  
Interest on same to May 1<sup>st</sup> 1878 9 47 114 75
  - 4 Note by Same to Same April 30<sup>th</sup> 1872 due March 1<sup>st</sup> 1875 for this sum 373 33  
Interest on same to May 1<sup>st</sup> 1878 70 93 444 26
- These claims not charged to Adms. amount to \$ 716 65  
Amount in adms hands not yet disbursed. 635 01  
Total assets if these claims should be realized. 1351 66



Statements of debts  
due Say's estate not  
charged to Adams

---

\$716.65 to May 1-1878.

A. H.



AG

The Estate of James T. Lloyd deceased  
To Sundry persons its Creditors

Dr

B. For note to H. S. Kane Feb. 9-1858 due at 1 day 10 00.  
Interest on Same to May 1st 1878. 12 13

C. For Note by said Lloyd to H. S. Kane May 11/58  
due at one day for . . . . 25 00  
Interest on Same to May 1st 1878 29 75

D. For Note by Same to H. S. Kane May the 18<sup>th</sup>  
1859 & due at one day for 20 00  
Interest on Same to May 1-1878. 22 72

E. For note by same to H. S. Kane May the 18<sup>th</sup>  
1859 due 12 months from date for 60 00  
Interest on Same to May 1st 1878 64 62

\* F. For note by Same as adm. of J. W. Pennington to  
H. S. Kane March 16 1859. due at one day 25 00  
Interest on Same to May 1st 1878 28 68

\* G. For note by same as such adm. to H. S. Kane  
May the 18-1859. due at one day for 20 00  
Interest on Same to May the 1st 1878 22 72

\* H. For note by same as such adm. to H. S. Kane  
May the 18-1859 due at one day for 10 00  
Interest on Same to May the 1st 1878 11 32  
Carried Forward. 3619 4



	Aggregate Brought Forward.	361 94
I.	For note by said Lloyd to H. S. Kane Oct 1st 1857. due at one day for	5 00
	Interest on Same to May 1 1878.	6 16
J.	For note by Lloyd as adm <sup>t</sup> of John Aray to D. R. Kane Oct 9 1860. due at one day now.	
	due H. S. Kanes estate for	22 50
	Interest on Same to May 1 1878	23 63
M.	For this Sum which was decreed to be paid by Jas T. Lloyd as adm <sup>t</sup> of John Aray decd to H. S. Kane on account of the notes mentioned in the receipts marked	
P.	as exhibit (M) with Peffs bill, and for receipts marked (P) with Peffs bill after deducting the compensation therein provided for, with Interest from Jan 1 1873	69 98
	Interest on Same to May 1 st 1878	22 38
N.	For note by Jas T. Lloyd & Reuben Stul April 1st 1859 due Jan 1 1860, <sup>with int. from date</sup> to Geo Pennington and by him assigned to David R. Kane and now due the estate of H. S. Kane or his adm <sup>t</sup> .	92 66.
	Interest on Same to May 1 1878	105 68
O.	For note by Lloyd as adm <sup>t</sup> of Mr Pennington Oct the 18/60 due at one day to D. R. Kane now due his adm <sup>t</sup>	10 00
	Interest on Same to May 1 1878.	10 50
	Carried forward.	\$ 730.43



	Aggregate claims due Kansasst Forward.	730	43
D	For note by Lloyd to David Sullivan June the 4th 1874 at one day for \$178.82 Subject to a credit of \$20.00 paid April 1875 and \$100.00 paid Feb. 14th 1878 bal due last date	96	27
	Interest on Same to May 1st 1878	1	40 97 67
R	For balance of account owing by said Lloyd to Shelburne & Hunt with int from Jan 1/78	44	98
	Interest on Same to May 1st 1878	89	45 87
S	For note by said Lloyd to Carr & Bailey Sept 22nd 1871 due at one day for	33	81
	Interest on Same to May 1st 1878	13	110 47 21
T	For this sum ascertained to be due Margaret E. Russell for value of dower from Jas. T. Lloyd down to Sept 14th 1877.	52	32
	<del>Interest on Same to May 1st 1878</del>	<del>1</del>	<del>80</del>
	Add for costs exclusive of attorneys fee.	14	116 66 78
U	For balance of fee bills owing by said Lloyd to J. W. Orr. after credits due May 1st 1878	13	82 13 82
V	For Judgt March 1876 by L. K. Pundtton as Jas T. Lloyd with Interest from Feb. 11/73	308	93
	Interest on Same to May 1st 1878.	96	75
	Add for costs of suit at law	7	00 412 68
	Aggregate Debts Carried Forward.	1414	26



Aggregate Debits Brought Forward.		1444	46
W.	For balance of a note of \$25.00 May 11-1854 by D <sup>r</sup> Loyd to Trigg & Campbell due at one day now due to F. Trigg as Surviving partner of that firm Subject to credits of \$10.00 paid Jan 13 <sup>rd</sup> 1856 + \$2.00 paid Jan. 1868. leaving a balance due at last date of	17	60
	Interest to May 1-1878.	21	38 38 98

X	For balance due on final settlement to Isaiah Daugherty from James T. Loyd as Executor of Isiah Daugherty decd \$444.36. with interest from Sep 20 <sup>th</sup> 1875. Subject to a credit of \$24.40 paid Jan 1-1876. Bal due last date	20	69
	Interest on Same to May 1-1878	2	89 23 58

Y.	For this Sum improperly collected from A. D. Ginn M. D. Richmond and Isaac St. Bishop by James T. Loyd & which he ought to refund to them with interest from February the 29 <sup>th</sup> 1872	32	00
	Interest on Same to May 1-1878.	19	84 71 52
Total Debits May the 1 <sup>st</sup> 1878.		154	83 6



Sundry Creditors  
vs } Statement of debts.  
James T. Lopez & Co

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(A.G.)



Dr Loid's credits

To got from him 40 pounds of bacon in 1871 July the 1	4.00
October 1871 To 11 lbs of beef	33
ditto To 17 lbs of beef and 7 pounds bacon beef 3 ct per pound	51 79 At 10
got from Mr Loid 39 pounds of clacornapin April 1872 at 3 per pound	per pound 472
ditto To 62 pounds of fat the price	456
April <del>24</del> 1872	1.00
in June 1874 To bushel of wheat 1 dollar	
To <del>the</del> bacon 15 pounds at 10 per pound	1.50
To boiling by Loney in february 24 1875 one day at 2 dollars	2.00
To boiling february 26 one day 2 dollars	2.00
To got 2 bushels of wheat in 1875	2.00
got 44 pounds of wool at 40 ct per pound	1.60

---

25-32



September 25 1875

To finding fiverts an making bot	3 50
To making 1 pair of boots cor	2 50
To making 1 pair of boots cor	2 50
	<hr/>
	8 50
	32 49
	<hr/>
Credits	\$ 25.32
	\$ 40.99
	25 32
balance due	<hr/>
	\$ 15.67

Virginia Lu county Town

This day ~~James~~ J. Trent personally came before me G. C. Duff a justice for said county and made oath that the above acct <sup>of James J. Lloyd's estate</sup> of \$40.99 is just, and the credits to the <sup>amount</sup> of \$25.32 leaving a balance unpaid of \$15.67 which is just and unpaid given under my hand this 18<sup>th</sup> day of September 1877 G. C. Duff J. P.

Virginia Lu county To Wt

This Day John D. Umbarger Personally appeared before me Henry Baumgardner a Justice in and for said county and made oath that he believed the within account to be just and true and that he knew of about \$30.00 ~~and~~ as upwards and he also said that he knew Mr. Trent doing work for Mr. Lloyd during the period of this account Given under my hand this 3<sup>d</sup> Day of October 1877 Henry Baumgardner J. P.



Dr J. L. Leides account of shoe making  
Sept 1<sup>st</sup> 1871 an in extoler 1871

To mending shoes . . . . . 47  
To making 1 pair of shoes - . . 75  
To making 1 pair of fine shoes . . 125  
To making 1 pair of fine shoes . . 125  
To making 1 pair of cow shoes . . 75  
To making 1 pair of cow shoes . . 75  
To making 1 pair of cow shoes . . 75  
To making 1 pair of stick spurs 2 7 1/2  
To making 5 pair of boots . . . 100 0  
To mending shoes . . . . . 10

May 1872

To making 1 pair of cow shoes . . 75  
To making 1 pair of fine shoes . . 125  
To making 1 pair of fine shoes . . 125  
To making 1 pair of fine shoes . . 125  
To mending lin. an. color . . . 15

March the 1 1875

To making 1 pair of fine boots 3 00

April 2 1875

To mending shoes April 28 1875 25  
To making 1 pair of shoes in May 11 1875 75  
To making 1 pair of shoes in May 15 1875 75  
To making 1 pair of shoes May 19 1875 75  
To mending shoes May 21 1875 40  
To making 1 pair of boots fine . . 3 00  
To making 1 pair of shoes May 22 . . 75  
To mending boots June 1 1875 . . 25  
To making 1 pair of shoes June 5 1875 75  
To mending shoes August 15 . . 25

2249

Henry J. Leides  
Sept 15, 67



Ms. f. 10. v. 1  
as } Accounts  
Dr. Loyds Estate

(A. H.)



\$ 1283.45 One day after date I bind myself, heirs &c. to pay Henry J. Morgan one thousand two hundred and eighty three dollars and 45 cents with interest thereon at the rate of 8 per cent per annum till paid for value received, and I hereby waive the benefit of my homestead exemption as to this debt. Witness my hand and seal this 7th day of May 1874.

(signed) Jas. T. Loyd (seal)

Whereas James T. Loyd on the 7th day of May 1874 did execute to Henry J. Morgan his bond due one day after the date thereof for twelve hundred and eighty three dollars and 45 cents, with interest thereon at the rate of 8 per cent per annum till paid and whereas by the terms of a purchase of land made by me from said Loyd, I undertook and promised said Loyd to pay said debt to said Morgan, and not having the money with which to pay and discharge the same, do by these presents hereby bind myself, my heirs &c. jointly and severally with said James T. Loyd to pay said Morgan said sum of money with interest therein provided for, and as to this obligation I waive the benefit of my homestead exemption. Witness my hand and seal Oct. 11th 1875.

(signed) P. H. Allen (seal)

Oct. 27th 1877 Credit on above note for \$300.<sup>00</sup> Recd given  
Nov. 29th 1877 Cr on the " " for \$100.<sup>00</sup> " "  
April 1878 " " " " " " for \$50.<sup>00</sup> " "



Henry J. Morgan  
as } copy of notes  
Dr Lloyd & Allen

(A.I.)



Entire indebtedness against Jas T Lays Est May 1st 1878 \$167.87  
-including cents

Amount found in hands of Adams May 1st 1878 \$659.31  
which will pay 40 1/2 per cent of indebtedness

Suit due H. S. Kane's Est May 1st 1878 \$770.71 40 1/2 per cent \$312.15

Lo David Sullins 40 1/2 per cent of \$97.67 39.55-

" Shellhorn & Hurst 40 1/2 " " " 45.87 18.57

" Leary Bailey 40 1/2 " " " 47.21 19.12

" Margaret E Russell 40 1/2 " " " 66.78 27.05 B

" Jas W Orr 40 1/2 " " " 13.82 5.60 B.

" L. K. Pendleton 40 1/2 " " " 412.68 167.15-

" C. F. Trigg Durainor & c 40 1/2 " " " 78.21 including cents -  
1 cent. 31.67 Ps \$16.67  
B over to Bill Orr.

" Isaiah Daugherty 40 1/2 " " " 23.58 9.55

" A. D. Igon, M. D. Richmond  
+ J. L. Bishop " " " 71.34 28.90  
657.31



H. S. Kanes Admrs.

vs { Calculation of debts

Jas T Loyd's Admrs.

---



\$33.81

One day after date I promise  
To pay Carr Bailey Thirty three  
dollars and eighty one Cents for  
Value Received. Witness my  
hand and Seal This September  
22<sup>nd</sup>. 1871

Pa. W. Lloyd Seal



Wm J. Lloyd  
Note \$33.81



I Carr Bailey do Solemnly swear that on  
the 22. day of September 1871, James Lloyd  
now deceased, executed the above note to  
me for <sup>thirty three dollars & 81 cents</sup> ~~thirty three dollars & 81 cents~~  
on a debt he owed me for surveying  
fee; and I do further swear that the full  
amount of said note, with the interest  
thereon, is now due and owing to me from the  
estate of the said James Lloyd, no part  
thereof having been paid me by him in  
his lifetime, or by any other person or persons  
since his death. So helps me God  
Carr Bailey

Sworn to before me this 25 day of April  
1878

John B. Pennington J.P.



Carroll Bailey  
vs. Note & Affidavits.  
Jas T. Sayds Estate.

(S)



Virginia, Circuit Court, March term 1876

L. K. Pendleton

Plff

vs.

Jas. T. Loyd

Def

In debt.

C. \$4.00  
A. 2.50  
S. .50  
#7.00

Judgment for \$308.93, with interest from February 11th 1873, until paid, & the costs.

Extracts from Record

Teste James W. Orr. clerk.

I do solemnly swear that I verily believe that the above judgment is now due and owing by the estate of Dr James T. Loyd both principal interest and costs, no part thereof having been paid by said Loyd in his lifetime, or by any one since his death, some time ago I assigned to Mr Patrick Hagan two hundred and Twelve dollars of said judgment, and as to the residue thereof I know it is due me, and as to the sum thus assigned by me to Mr Hagan I believe that each and every part thereof is still due and owing. So help me God.

L. K. Pendleton

Sworn to before me this

22nd day of May 1878.

Henry J. Morgan Comr.



Let Jonathan

vs } copy of deed & affd  
James T. Loyd

J



Mr James J. Lloyd has this day purchased from me my deeds of trust on the lands of Henry Barker which I have assigned to him and ~~are~~ the purchase of of which he has paid me a premium and if a sale has to be made under the deeds of trust I am to arrange with the trustees their commissions which Mr Lloyd is to get under his purchase but if there is no sale made by the trustees the amount that Mr Lloyd has paid me for the deeds of trust stands and no portion of it is to be refunded by me.  
December the 10<sup>th</sup> 1862,

Henry S. Kane

Virginia Lee county, to wit-

This day A. B. Rademore personally appeared before me the undersigned and made oath that the foregoing is a true copy of an original paper, in the hand writing of Henry S. Kane, and which was at the time of copying the same was before affiant, and the figures on the back of this paper was also on the back of the original above spoken of, and that <sup>the</sup> figures were as affiant believes, and writing on the back of the same in the hand writing of Henry S. Kane, that the original with affiant filed by affiant with the papers of the case of James J. Lloyd vs. Benjamin W. Barker, et als a chancery cause now pending in the circuit  
(over)



Principal	2546.00
Interest	646.54
Comm. & drawing & recording	168.13
deed of trust & fee of clerk at sale	1509.00
Principal	352.12
Interest	101.45
Commission drawing &c	200.00
Principal	43.00
Interest	20.55
Commission drawing &c	175.00
Principal	35.73
Interest	18.93
Commission drawing &c	20.00
1860 fee in chy suit of	2.40
Samuel Fields	
Interest	
	5838.85

I have been told that the  
 land was not found. I believe it is a great quantity  
 and that the land was made by a great quantity  
 such place as a great quantity of land, as the  
 the same was made by the land.

I have been told that the  
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 the same was made by the land.

A. S. Kane

to Memorandum

James T. Lloyd

"E"



The estate of Jas. T. Loyd

1871	To J. W. Orr, Clerk of Lee Co + Cir' Court	15
1.	Is one Fee Bill vs. you as Admr. of John Arey	6 88
2.	" " " vs. you individually	16 65
3.	" " " vs. you as Admr. of John Arey	4 20
4.	" " " vs. you " Exr. of Noah Daugherty	1 71
5.	" " " vs. you individually	74
6.	" " " vs. your Admrs	2 14
	Total sum due	\$ 32 32
	Credit March 1st 1878 by price of a cow	18 50
	Leaving ballance due this sum	\$ 13 82

I do solemnly swear that the above statement of fees due me from the estate of Jas. T. Loyd dec'd is, I verily believe correct + just, and subject to the credit of \$18.50 above given, the ballance of \$13.82 is, I believe, justly due + owing to me, and the same is not entitled to any other or further credits. So help me God.

James W. Orr.

Sworn to before me the 22 May 1878

H. J. Morgan Comr.



Jas W. Cro  
vs } statement of fees  
Jas T. Lloyd

(U)



James T. Lloyd Surviving Admin. of John Hey dead.

1871

To the Clerk of Lee Circuit Court

Dr

May ord cont vs B. F. Thompson et als 36. 36

Oct. ord cont 36, 1872, May, ord cont 36, Oct, ord cont 36. 1 08

1873

May ord cont 36, Aug, ord cont 36, Nov, ord cont 36. 1 08

1874

Mar. ord cont 36, Aug, ord. cont. 36. Nov, ord cont. 36. 1 08

1875

Mar, ord cont 36, Aug, ord. cont. 36, Nov, ord cont 36. 1 08

1876

Mar, ord cont 36, Aug, ord. cont. 36, Nov, ord cont 36. 1 08

1877

Mar ord cont 36, Aug' ord dismission. 36, Loring casts &c. 40.

James W. Orr Clerk

1 08  
5 76  
1 12  
\$ 6 88



8

Jas. T. Lloyd Surv.  
Admors  
\$ 6.88  
~~5.76~~

No affects  
in the hands  
of the Admors

W Scott & S  
for 100 Ely  
S. L.

1



James J. Layd

1872

To the Clerk of the Circuit Court

Dr

July.	Six quarterly Continuances at rules vs Benj W Barker et als	1.50
"	Spa in Chy 20, 10 copies 1.00, recpt. 18, Spa to Scott 60.20,	1.58
"	2 copies.20, recpt.18. Postage.06, Aug & Sept two Rules 1.00,	1.44
"	affidavit for Pub. 25, D.P. 36, Copies.60, Postage.06,	1.27
Nov & Decr.	Two Rules 1.00, 1873 May order.36, June Rule.50,	1.86
1873		
Aug Term	Ord Cant.36, Nov Decree 36, Aug Spa duces tecum.20, copy 10.	1.02
Nov	Filing Sub of G. & L. 15, affidavit. 125,	.40
Aug	recpt.18, Copying & filing two Exhibits 1.30,	1.48
1874		
Mr.	Order.36, 3 repts to Sub. 45, Aug decree 36, Copies.60,	1.77
Nov	Filing Gatts report.15, Order.36, Copy.20,	.71
1875		
Mr.	Ord Cant.36, Aug ord Cant.36, Nov Ord Cant.36,	1.08
1876		
Mr.	Ord Cant.36, Aug ord Cant.36, Nov ord Cant.36,	1.08
1877	<del>Ord Cant.36, Mr. Ord Cant.36, Aug do.36, Nov do.36,</del>	<del>1.44</del>
1878	Mr. Ord Cant.36,	1.44
	James W. Orr. Clerk	\$16.63



8

Jas. P. Loyer

$$\begin{array}{r}
 15.19 \\
 1.44 \\
 \hline
 \$16.63
 \end{array}$$

$$\begin{array}{r}
 5.00 \\
 6.00 \\
 \hline
 11.00
 \end{array}$$

No affects in  
the hands of  
the Amrs

M Scott vs  
for vs D Ely 59  
C

2

$$\begin{array}{r}
 16.63 \\
 6.88 \\
 4.20 \\
 1.71 \\
 .74 \\
 \hline
 30.16
 \end{array}$$



James I. Lloyd Admr of John Arey decd.  
 1875- To the Clerk of Lee County Court Dr.  
 July 1st The Commonwealth for you, Scire Facias vs John  
 " Parsons late Sheriff et als. 50, Seven copies 1.75, recte 18, \$ 2.43  
 + " Filing Scire Facias 15, Docket 14, atto. 10, Judgt. 36, 79  
 " Laxing costs. 20, filing papers. 20, Fi Fa. 40, recte 18, 78  
 \$ 4.20

James W. Orr. Clerk.



<sup>c</sup>  
Geo. S. Lloyd  
Schur.

7

425

No efforts  
in the hands  
of the Amers

McScott's  
for 4 S Eby  
Very is the  
1877.

No 3



1875-	James T. Lloyd Executor of Noah Daugherty decd. To the Clerk of Lee County Court Dr-	
for	Filing notice on Forthcoming bond vs Ira G. Sprinkle	15-
" 1876	Dock 18, atto. 10, Ord Court. 36, Deck Ord Court. 36,	1.00
Jany	Ord Court. 36, Feb Swearing witnesses. 20,	56

\$ 1.71  
James W. Orr. Clerk.



C  
Jas. T. Lloyd Esq

171

No proper  
ly found

J. L. Scott  
J. S. for  
J. S. Ely Esq  
C.

No 4



1876 James I Loyd

To the Clerk of Lee County Court Dr.

Aug Ent order removing you from office as Executor  
" of Boyd Dickinson decd. 36, Copy. 20, recpt. 18.

James W Orr. Clerk.



C  
Jas. L. Lloyd

74

No proper  
ly found  
J. B. Scott  
D. B.

No 5-



P. H. Allen & Thos P. Barnes Admrs of James  
S. Layd decd.

1876 To the Clerk of Lee County Court Dr  
Oct Entering order appointing you Admr, bond, oath, &c. \$1.00  
" Order appointing appraisers. 36, Copies. 60, recte. 18, 1.14  
James W Orr, Clerk. \$2.14



C  
J. H. Allen & J. P.  
Carries Adams.

214

No property  
found I b  
Scott & D for  
J. S. Ely & L.

House Dec  
5th, 1877

No 6



State of Virginia Lee County is wit  
Jany 25 1878

This day Thos. P. Lloyd personally  
appeared before me and made oath that he believed  
the within acct of Hurst & Shelburn against the  
estate of Dr. Jas. T. Lloyd is correct just unpaid and  
there is no first offset or counter claim against the  
same to his knowledge

Given under my hand this 25 day of  
Jany 1878

Henry Baumgardner J. P.

J. T. Lloyd  
will  
to  
copy of  
Hurst & Shelburn

(P)



Dr James T Lyd

1875 To Aunt M. Shulburn Cr

June 22 To Bal due on settlement

" 23 Said your order to A Davis 98

Aug. 4 wife Cr By 4# 2 1/2 oz Feathers 32.14

" " Dr 2 pr Boys suspenders for 35

" " 3 Clarks Spools for 25

" " 14 yds Chambray Gingham 35

" " 13 " Calico 12 1/2 - 9 ds. 12 1/2

" " 3 " " 12 1/2 5" Bleach 15

" " Needles 10 pins 10

" 6 for Girl at S.P.C. 2 Spools 10 Ea

" " Order Box Ale grease 25 4 Day Buttons 25

" " " 1 Card A & Eyes 10

" " " Paste Board 10

" 9 per J.P. Lams 2 yds Chambray Gingham 35

" 18 Sew Box Collars 25 1 yd Blk Calico 12 1/2

" " 1 1/4 yds Pink Ribbon 20

Sept 1 Said Thos. Order to Fannon 10.00

" 16 Sew pepper 25

Oct 11 wife 7 yds apron check 1/2

" " 2 7/8 yds Domet. 12 1/2 Coffee 4

" " Tobacco for Hall 10 - per 8

" " 1 Spool 10 2 Spools B. Irish Flax 15

" 13 Order 14 yds Calico 12 1/2

" " 1/2 green note paper 10 Vial Linum 15

" " 6# white Sugar 1/2

Oct 20 per Miss Mattie Box Blacking 10 paper pins 10

" " 2# Sulphur 15 2# Copperas 10

" " 1 Hair Switch 20 Bleach Domet 6

" " 1 pt Spts Terp 20 1 pr Gloves 50

" " Spool 10 Hairpins 10 Bottle Cologne 15

Dr

32.85

98

35

25

4.90

2.75

1.18

25

20

50

10

10

70

37

25

10.00

25

1.17

1.35

18

40

1.75

20

1.00

20

50

1.20

70

35

2 14 64 93

1875- Cr Dr

Brought forward \$ 2.14 \$ 64.93

Nov 10 for Ira S Spunkle Terp oil spikes 55

" 24 wife 2 Bunches Cotton 150 3.00

" " 17 yds Blk Calico 12 1/2 Coffee 4 3.13

" " Sole Leather 75 75

" 27 Order 13 1/4 Blk Calico 12 1/2 22

" " 3 Clarks Spool 25 25

" 30 Sew chestnut 5 25

Dec 7 wife By Cash 20.00 20.00

" " Dr 20 yds Corded alpaca 27 5.40

" " 1 1/2 " Domet. 12 1/2 1 Bunch Cotton 150 1.72

Said wife's Order to Mc Hess 15/- 2.50

\$ 22.14 \$ 82.50

Jan 1 1876 Bal due \$ 62.36

To Amt on old a/c to date

Feb 24 for E.B. Lammur 8 yds Bleach 12 1/2 1.00

" " 1 yd Cambrie 12 1/2 18

" 28 per Thos 4 Horse Shaw 15 1/2 # Nails 30 75

" 30 per Mattie's Order 29 1/2 yds alpaca 42 1/2 12.57

To 45 Br Com at L.C. Shulburn 3/- 22.50

Apr 19 Said Doc Lanson 500 for 700 5.00

" 27 Mattie's Order 8 yds Blk Calico 10 80

" " " " Spool 10 10

May 2 Cr By Cash of J.P. Lams to L.C.S. 20.00

" " Order 2# Copperas 10 1# Sulphur 15 35

" " " 1# Soda 12 1/2 1 pt Terp 20 32

" 7 By Cash of J.P. Lams to L.C.S. 10.00

" 27 per Ira S Spunkle 3 Bottles oil spikes 15 30

" " " Terp & Camphor 20 20

June 5 for Mattie 14 yds Blk Calico 10 1.40

" 1 pr Blk Bats 6 1/2 Ea Shoe Laces 5 1.30

\$ 30.00 \$ 109.10




1876 Brought forward	\$30.00	\$109.10
June 16 wife Cr By Feathers 4 <sup>00</sup>	4 03	
" " Dr 2# Sulfur 15- Ginger 10		40
" " Spice 10 pepper 20 2# Coffees 90		50
" " Bottle Sewing Machine oil 15		15
" " Coffee of Sugar 200 Coffee Bot 55		3 55
July 5 wife Cr By wool over Calico 50	52	
" 15 per doz Coffee of Sugar of		2.00
" " 8 Horse shoes 12 1/2		1.00
Aug. 10 Order Blug Tobacco 25		25
" 12 Thos Order Blug Tobacco 25		25
" 24 per Mr. David Sugar of 9# Nails 10		1 90
" 26 Thos Order by Mrs Belcher Blug Tobacco		25
" 29 per J. L. Warner, for Blk gloves 25		25
2 sets Coffin Hinges & Screws 1/2		50
7 yds Blk Velvet 2 1/2 1/2 doz 100 80		3 55
1 doz Coffin Screws 25		25
4 doz Coffin Nails 12 1/2		50
	34 55	124 40
Int to Nov 10 1877 5 13		5 13
Bal due to Nov 10 1877		\$94.98
By Cash July 1878	50.00	

Lee County Va SS

This day Wm S. Hurst appeared personally before me and made oath that the foregoing account amounting to \$94.98 is just due and unpaid and that there is no just offset or counter claim against the same to his knowledge

Given under my hand this 13 day of Dec 1877

 Henry Baumgardner Jt



The following ~~Statement~~ is a copy from a Statement made by me as a com. in the Chancery Cause of Jas. T. Lloyd admr of John Arey vs. B.F. Thompson & others, and which shows the debts due David R. Kane & Henry S. Kane from the estate of said Arey, and it also shows the amount of the several claims due to January 1st 1873 and the pro. rata share or sum to be paid on each debt, so far only as the said David R. & H. S. Kane are concerned.

K	Note to D. R. Kane + Int to Jan 1-1873	127.03	48	20
L	1st note to H. S. Kane & Co, " " " 1 "	10	96	4 16
M	2, " , H. S. Kane " " " 1 "	52	25	19 83
N.	3rd " , H. S. Kane " " " 1 "	27	04	10 27
Total Sum due Jan 1. 1873.		\$ 82.48		
less				

By this Sum to be allowed by D. R. Kane	5	00
" " " " " H. S. Kane in case	2	50
" " " " " Same	2	50
" " " " " Same	2	50
	12	50
Bal due January 1st 1873.	69	98

The first column shows the amount of each claim calculated to Jan 1-1873 and the second one shows the ratable share to be paid on each

The first item I charged to H. S. Kane as the admr of David R. Kane in the settlement of his account in a suit in Scott, upon the ground that he ought if he had not collected it, and having done so. the claim becomes his and hence I allow it with the others as a charge against Lloyd's estate.



David H. Kane and  
H. S. Kane  
vs { Statement of debts  
of T. Lloyd and of John A. H. H.

M + P



James T. Loya Executor of the Estate of Noah  
Daugherty decd.

vs

John Milbourne

Judgment for \$45.85 with interest from  
the 20th day of September 1862 till paid, and  
the Costs, Subject to a credit of \$3.50  
paid Nov, 20<sup>th</sup> 1868. 62.61 a 2.50 850 150

c 2.61  
a 2.50  
b .50  
T 50  
6.11

An abstract Copy from the Execution  
Book.

Teste R W Orr Jr. D.C.



Jas. L. Lloyd. Exr. or  
vs 2 Copy of Judgt.  
Jno. Milbourne

---



# Stickley's Va

Dr James. S. Lloyd

In account with Little & Duff

1875-				
May	15	7875-50 Amt due Little & Duff on Settlement	21	83
May	15	by Lady often Settlement 1038 Calico for Nixed Girl 9c	1	25-
"	"	2 Bags Linen Hottels 10- 1 Tuck Comb 5-		25-
"	20	1 Ball shoe thread 15 <sup>(31)</sup> 1 Packet Knives 85-	1	00
"	31	1/2 3 Cloves 10- 1 Bottle Sweet oil 15-		20
June	3	1 Ot. Spts Surpentine 1/6 1 Bot Arb Liniment 1/6		50
"	8	1/2 Borax 3/- 1/2 tree Sugar 1/-		34
"	18	Balance on Leather after Butter 23c		23
"	19	1 Pack Salt 375- 1 Blue Oil Barrib 6/-	4	75-
"	28	1 Sythe & Cradle 4.50 7 Bros Sugar 14c	5	48
"	"	1 3 <sup>rd</sup> Calico 9d	1	62
July	3	1 Gallon Lamp Oil 80c		80
"	9	3 1/3 Coffee 30- 1 pr wo Shors 12/-	3	00
"	"	4 <sup>th</sup> Rice 9d 6 <sup>th</sup> White Sugar 1/-	1	50
"	"	Candy 10c (28) 4 <sup>th</sup> Rice 9d		60
Aug	3	2 <sup>nd</sup> Horse nails 30c 6 2/3 Bros Sugar 10-	1	60
"	"	6 <sup>th</sup> White Sugar 1/- 1 Horse shoe 10c	1	15-
"	"	4 1/4 Sole Leather 40c	1	70
"	10	4 yds Cheek for avert 1/6 6 yds Blea Dimp	2	00
"	"	6 yds Calico 10c 1 tin Butter 40c	1	00-
"	"	3 Dishes for 1.30 1 Oil Can 45-	1	75-
"	"	1/4 gallon Lubricating oil 6/-		25-
"	"	7 Stamped Envelopes for 1/6 1/3 Candy 30	3	5-
"	11	1 Vial Linon 10c		10
"	"	4 yds white Cheek Mus lin 3/-	2	00
"	13	1 Plug Tobacco 1/6		25-
"	16	4 yds Bobinet 35- 1/4 Pla 1.60		75-
"	"	Matches for 1/6 12 1/3 doz Coat Buttons 10-		50
			56	75-



		To amount brought forward	\$56	75-
Sept	13	1 Bottle Sweet oil 15 <sup>c</sup> (14) Postage Stamps 1/6		40
"	22	1/2 Rope 20 <sup>c</sup> 1 1/2 Pint Cup 5 <sup>c</sup>		15-
"	23	6 half gallon fruit Jars 2/3	2	25-
"	27	3 <sup>~</sup> White Sugar 1/-		80
Oct	1	13 yds Calico 9 <sup>d</sup> 1 <sup>~</sup> Soda 9 <sup>d</sup> 10 yds Drilling 1/-	3	42
"	8	1 Rt Shoe Pys 5 <sup>c</sup> and Parrots 5 <sup>c</sup>		10
"	11	1/4 <sup>~</sup> Spice 35 <sup>c</sup> 1 val Cinnamon 10 <sup>c</sup> 1 val Peppermint 10 <sup>c</sup>		29
"	15	Produce PA Fleum Hall 12/- PA Henry Hall 12/-	4	00
"	28	Pr Order PA Camel Dungfield 18/-	3	00
"	"	" " " " Mc Reynolds 6/-	1	00
Nov	6	1 Box 1/2 D. Cops 10 <sup>c</sup> (2) 3 Balls Candle Wick 6 <sup>c</sup>		35-
"	13	Pr Order PA Mr Hall 6/-	1	00
Dec	4	3 oz Indigo mod 9 <sup>d</sup> 1 <sup>~</sup> Soda 9 <sup>d</sup>		30
"	15	3 1/3 <sup>~</sup> Coffee 30 <sup>c</sup> 5 <sup>~</sup> mails 10 <sup>c</sup>	1	80-
"	"	1 Box Blacking 10 <sup>c</sup> (22) 4 <sup>~</sup> Candy 30 <sup>c</sup>		130
"	"	3 1/3 <sup>~</sup> Coffee 30 <sup>c</sup> 6 2/3 <sup>~</sup> Bro Sugar 15 <sup>c</sup>	2	00
"	"	1/2 <sup>~</sup> Pepper 40 <sup>c</sup> 5 <sup>~</sup> mails 10 <sup>c</sup>	7	0
"	"	10 yds Calico 9 <sup>d</sup> 1 Plug Tobacco 1/6	1	50
"	24	To Balance m Candy after Eggs 22 <sup>c</sup>		22
Jan	1876	(49 <sup>th</sup> ) To Balance on Ship Skin 2.20	2	20
"	29	1 Small Box Blacking by Dm 5 <sup>c</sup>		05
Feb	2	1 doz needles 4 <sup>d</sup> (9) Par 40 <sup>c</sup>	4	6
"	12	Bal on Holmes 4 Records after Eggs 2/3	3	8
"	22	1/2 <sup>~</sup> Pepper 40 <sup>c</sup>		30
March	25	3 1/3 <sup>~</sup> Coffee 30 <sup>c</sup> 3 1/3 <sup>~</sup> Rice 15 <sup>c</sup>	1	30
"	28	3/4 yds Crosett Jeans 20 <sup>c</sup> 1 yd Blk Cambric 9 <sup>d</sup>		27
"	31	1 Paste Board 10/-		10
April	25	1/2 <sup>~</sup> Horse Shoe nails 30 1 But S. Kitten 10 <sup>c</sup>		25-
			\$86	34

		To amount brought forward	\$86	34
May	8	1 1/2 <sup>~</sup> mails 6 <sup>c</sup> 5 <sup>~</sup> 8 <sup>~</sup> mails 10 <sup>c</sup> (20) 1 Plug Tobacco 1/6		88
"	30	2 Boxes Concentrated Lye 20 <sup>c</sup>		40
June	3	3 <sup>~</sup> mails 10 <sup>c</sup> 1/2 Plug Tobacco 1/6		63
"	23	5 <sup>~</sup> Sole Leather 40 <sup>c</sup> 10 14/16 <sup>~</sup> Pallow 10 <sup>c</sup>	3	20
"	"	3 1/2 <sup>~</sup> Coffee 28 <sup>c</sup>		1 00
"	30	1 Pr Cloth Shoes 2.25-1 Blk for 40 <sup>c</sup>	2	65-
July	14	3 oz Indigo & madder 9 <sup>d</sup>		38
Aug	2	1 Plug Tobacco 1/6 1 <sup>~</sup> Horse nails 30x		55-
"	11	" " " " 1/6 (21) Bal m apple and after fruit 3/-		75-
"	23	1 gr Note Paper 1/6 1 Box white Envelopes 20/-		45-
"	"	3 <sup>~</sup> 8 <sup>~</sup> mails 10x (26) 1 Box Janey Pills 1/6		75-
"	29	1 Sack Salt 3.75 (30) 1/4 Bal Par 4/6		3 94
"	"	1 Pr Cloth Shoes 12/-		2 00
			\$103	92

### Credits

May	1875	By Cash on a/c	.45
June	21	" 6 <sup>39</sup> / <sub>60</sub> Bu Wheat 6/-	6.65
July	9	" 7 <sup>~</sup> feathers 3/- 34 <sup>~</sup> Bacon side 10 <sup>c</sup>	8.60
Sept		" Cash for Lody for Postamps	.25
Aug	10	" 20 <sup>~</sup> Bacon shoulders 9 <sup>d</sup>	2.50
Oct	27	" Bal Cash after trading 18/-	3.00
"	1	" 4 <sup>33</sup> / <sub>16</sub> Bu Wheat 4/6	3.42
March	6 1876	" Cash for Dr Allen	20.00
June	23	" 10 3/4 <sup>~</sup> Butter 1/- 19 <sup>~</sup> Lord 9 <sup>d</sup>	4.16
"	"	" Cash on a/c 6/-	1.00
		Balance due Sept 1 <sup>st</sup> 1876	53 89
		12 months interest to 1 Sept 1877	3 23
			\$57.12
Virginia Lee County, to wit this day Personally Came A. J. Litter			



one of the firm of Litten & Duff, before  
me the undersigned an acting Justice of  
The Peace for the County of Loudoun - and made  
oath in due form of law that the within acc-  
-Count of \$53.89 against the Estate of Dr James  
P. Lloyd Dec<sup>d</sup> - due the 1<sup>st</sup> Sept 1876 - and also  
12 months interest to the 1<sup>st</sup> Sept 1877 \$3.23 making  
in all \$57.12 is just and true and unpaid  
or any part thereof - to the best of his  
knowledge - given under my hand this  
the - 21<sup>st</sup> day of January 1878

G. L. Duff J. P.

Virginia Lee Co to wit  
this day personally came Thomas P.  
Lloyd before me the undersigned an  
acting Justice of the Peace for the County  
above named and made oath in due form  
of Law and stated that he had Examined  
the within account of Litten & Duff, against his  
Father Dr James P. Lloyd <sup>Dec<sup>d</sup></sup> and further states  
that he knew that his Father was in the  
habit of Trading on a Credit at Litten & Duff's  
Store, and a good many of the articles  
Charged in the account ~~was~~, got by my self  
and other articles Charged in the account, I  
have seen about the House, and I believe  
the account is just and true and unpaid  
as stated by them, given under my  
hand this the 21<sup>st</sup> day Jan'y 1878

Received February the 4 1878 of Dr P. H. Allen G. L. Duff J. P.  
one of the administrators of Dr J. P. Lloyd Dec<sup>d</sup>  
the within account in full  
\$57.12 Litten & Duff



Received of Peter W. Allen one of the administrators of the estate of James I. Lloyd decd. Two dollars and fifty cents the tax on the grant of said administration, This Oct 2nd 1876.

James W. Orr. Clerk.  
Lee County Court.



101

James H. Carr  
Recd \$2500  
G. T. Lewis  
Estate.



Received of P. H. Allen <sup>one of the</sup> ~~adms~~ <sup>adms</sup> of  
James T. Sayd who was in his lifetime Executor  
of Noah Daugherty deed. Twenty four dollars and  
40 cents which is to be credited on a decree  
of the circuit court of Lee County in the chancery  
cause of Anderson Bain & others against James T.  
Sayd & al, this credit to be entered as of  
January 1<sup>st</sup> 1876, and said Bain is also credited  
on my note to Saml. Edsall dated Nov 16 1875.

Isaiah Daugherty



No 2

Isaiah Daugherty  
To 3 Rect #24.110  
J. A. Allen adms



#18452

Recd of D.H. Allen one of the  
Administrators of James T. Loyds Est one  
hundred and Eighty four ~~cents~~ Dollars & fifty  
Two cents, on a Judgement & Execution  
against James T. Loyd & D.H. Allen as his  
Security, in favor of Henry T. Ferguson  
Said Execution credited Aug 1<sup>st</sup> 1877 - fifty  
Dollars also Aug 6<sup>th</sup> 1877 fifty Dollars  
Eighty four Dollars & fifty Two cents  
Oct 20<sup>th</sup> 1877. All cost & commission  
settled in this receipt on said Execution  
this the 20<sup>th</sup> day of - Oct 1877  
J. B. Scott D.D. for  
Thomas D. Ely D.H.C.



J. C. Scott  
Recd.

\$ 1,845.2

Oct 20<sup>th</sup> 1877

No 3



Received of P. H. Allen, <sup>one of the</sup> ~~to J. P. Barnes~~  
Adm<sup>r</sup> of Jas J Loyd. Est. One dollars Each  
for Appraisers of said Est.  
June 5<sup>th</sup> 1877

G. C. Duff,  
Isaac H. Park  
C. J. Goring



174

J. C. Duff &  
J. F. Burk &  
C. V. Young &  
Receipt  
\$300



James D. Lloyd, Esq

To J. H. H. Cook

1876	Jan 1st	To Bal due after Cash per Son,	64¢	.64	64
Oct		.. per D. Laminore for To 8 yds Camelback 8 V. Rib and 6¢		2.00	
		.. 3/4 Rope a 20¢. 2 yds Blk Rib and a 20¢ To 16 5¢		.60	
		.. 1/2 Cotton 1/2 horse a 20¢		.20	2.80
		To amt due Nov 1/76		3.44	

Just  
# 3.64

Virginia Lee County To Wit

This day J. H. Cook personally appeared before me the undersigned an Acting Justice of the peace, and made oath that the above account is just and true. Given under my hand this the day of January 1877.

Stokely Larson J.P.

Received Jan 8/77 of D. H. Allen & D. P. Carnes admt of J. D. Lloyd Esq Three Dollars Sixty four cents the amt in full of the above a/c J. H. H. Cook



J. D. Lloyd Est  
to acc  
G. M. & C. H. Condit  
Paid by  
J. H. Condit

No 5

J. M. & C. H. Condit  
No 64  
June 1877.





Received of P<sup>r</sup> Allen and P<sup>r</sup> Barnes Adms<sup>r</sup> of  
of James Loyds Estate the sum of Three  
Dollars for services as orian of sale this 27<sup>th</sup>  
October 1874 John Pargory



No 6

John Parsons  
To Receipt  
\$3.00





Jas I Loyd Dr

May 1876, To Jas A. McKinnan

Due on Settlement \$7.45-

Lee County Court

This day Jas A. McKinnan personally appeared before me G. B. Duff a justice for said county and made oath that the above acct. of \$7.45- against Jas I Loyd's estate is just and has not been paid nor any part thereof given under my hand 22<sup>nd</sup> day of Sept 1877

G. B. Duff J. P.

Lee County Court

This day P. H. Allen personally appeared before me G. B. Duff a justice of said county and made oath that the above acct of \$7.45- against Jas I Loyd's estate, he believe to be just and unpaid for he made the settlement for them a short time before, Jas I Loyd's death given under my hand this 22<sup>nd</sup> day of Sept 1877.

G. B. Duff J. P.

Received of P. H. Allen one of the administrators of Jas I Loyd's estate \$7.45- The full amount of the above acct. This 22<sup>nd</sup> day of Sept 1877

Jas A. McKinnan



Recd. from  
Geo. McKinnon

The Campy Trust  
This day 1st Sept 1877  
we have received a check of £100  
from Geo. McKinnon for the  
amount of £100 which is  
the full amount of the  
first year's interest on the  
loan of £1000 made to the  
Trust on 1st Sept 1876.

The Campy Trust  
This day 1st Sept 1877  
we have received a check of £100  
from Geo. McKinnon for the  
amount of £100 which is  
the full amount of the  
first year's interest on the  
loan of £1000 made to the  
Trust on 1st Sept 1876.

The Campy Trust  
This day 1st Sept 1877  
we have received a check of £100  
from Geo. McKinnon for the  
amount of £100 which is  
the full amount of the  
first year's interest on the  
loan of £1000 made to the  
Trust on 1st Sept 1876.



ROCKY STATION DISTRICT.

*M<sup>r</sup> James Smith Esq.*  
 1874 TO C. L. HAMBLLEN, TREASURER OF LEE COUNTY, VA.

Dr.

SUBJECTS OF TAXATION	State tax, 50 cents on \$100.		County tax, 20 cents on \$100.		County School tax 7 cents on \$100.		District School tax 4 cents on \$100.		TOTAL.	
	Doll	Cents	Dolls	Cents	Dolls	Cents	Dolls	Cents	Dollars	Cents.
<i>4 Tracts</i> To <i>194</i> Acres of Land, value \$ <i>794</i>	<i>4</i>	<i>98</i>	<i>1</i>	<i>99</i>		<i>69</i>		<i>35</i>	<i>6</i>	<i>97</i>
"Property, Income, &c., valued at \$										
"Capitation Tax										<i>69</i>
"County School Tax										<i>39</i>
"District School Tax										
TOTAL									<i>7</i>	<i>95</i>

Received Payment,

*C. L. Hamblen* Treasurer.

"Sentinel" Print, Jonesville, Va.



BOOKS, CLEVELAND DISTRICT

108

James Smyth Esq  
\$ 7.95

Am't paid by P. M. A.  
To A. J. Wilson  
March 14<sup>th</sup> 1878  
3) 7.95 - 2  
2.67 1/2      \$ 2.65 -

Three Four Dollars & 84<sup>th</sup>  
five ct from P. M. A.  
one of the adms of -  
J. J. Smyth Esq on the  
within J. J. Smyth  
March 14<sup>th</sup> 1878

A. J. Wilson



Recd Apl. 26<sup>th</sup> 1878 of Thos. H. Moore  
one of the admins of Dr J. P. Sayole's  
Estate Ten Dollars to be as  
a credit on my account  
which I have against said  
Sayole Estate.

He Chas. J. Trent  
for master



W. J. Trunt  
To Receipt  
\$10.00

paid by  
J. P. Carr

Aug

Jan 1 1878

W. J. Trunt  
\$10.00



Received Feby 5<sup>th</sup> 1878 of P. H. Allen &  
The Phoenix Adms of Dr J Lloyd Decd  
Fifty Dollars to<sup>be</sup> placed as a credit on  
an account which we hold against  
said Loyds Estate

Amst & Shelburn



Shelburne & Hurst  
\$30.00

Feb 5-1878

No 10

Wm. T. Hurst & Shelburne  
Receipt paid  
by W. T. Hurst



Recd Feb 4<sup>th</sup> 1878 of P H Allen & J P Lannis  
Adm<sup>s</sup> of Dr J Lloyd Decd Thirtyn<sup>67</sup>/<sub>100</sub> Dollars  
in full of Amount going from The John Aris  
Estate, to Josiah Brown Decd Estate  
Frederic Baumgardner



A. Baumgardner  
adm Rec't \$13.67.

Feb 4/78

No 11

Rec'd of  
A Baumgardner  
Paid by  
I. J. Plummer



Jno. P. David  
\$10.30

Jan 1 - 1878

No 13

This Day Wm. A. David personally appeared before me  
made oath that he knew the within account to be true and  
true and unpaid given under my hand this 18 day of  
August 1877.  
Fee 25.cts

J. S. Gage  
J. P. David  
Paid by  
J. T. Gage

The undersigned

Henry Dunning



1876 August 30 Dr To John B. David.

To 1 coffin & case for

Dr J. B. Lloyd

\$10.00

inclosed on same

Recd of L. H. Allen & T. P. Carnes adms of J. B. Lloyd \$10.30  
Lloyd of the above account in full. John B. David  
Jan 1<sup>st</sup> 1878



Received of Thomas J. Caruso A.P.H. Allen. Sum  
of the estate <sup>James J. Loyd Decd</sup> One Hundred dollars. to be placed  
as a credit on a note I hold for collection  
against James J. Loyd decd and in favor of  
of David Sullivan This the 4<sup>th</sup> day of February  
1878.  
C. I. Duncan Atty



David Sullens

\$100.

Feb 4/78

No 14

to J Duncan  
To Receipt  
Paid by  
J H Platts



Recd March 1878 of Thomas P. Barnes one of  
the admors of James T. Loyd decd. Eighteen dollars  
and 50 cents to be credited on fees due me  
as clerk from said Loyd.

James W. Orr.



N<sup>o</sup> 15 —



Evidences of debt  
filed with Statement  
(A G.)

B To G

48861	96479
89501	89501
9926	81702



730 00

198 34

33 1.66

~~19834~~

19834



State of Virginia  
County of Scott, to wit:

This day James L. Shammaker Adm<sup>r</sup>  
of the Estate of Henry S. Kane dec<sup>d</sup>, made oath before  
the undersigned that after the death of said  
Kane and he qualified as his Adm<sup>r</sup> he found  
among said Kanes papers various notes  
accounts & receipts due said Kane from  
J. T. Luyd, a list and description of the various  
indebtedness of debt are set out in a bill filed  
by me as Adm<sup>r</sup> vs J. T. Luyd as Adm<sup>r</sup>.  
& others, which debts are on file in said  
bill. No part of either of said debts have  
ever been paid to me as Adm<sup>r</sup> of said Estate,  
nor does he believe any part of either of  
said debts were paid to Kane - (if so Kane  
executed his receipts, which will no doubt  
be produced on trial) during his life time,  
or to those from whom he purchased some of  
them, except as Credits incurred thereon,  
and that so far as my knowledge extends  
the same still remains due the estate of  
Henry S. Kane dec<sup>d</sup>.

James L. Shammaker  
Given under my hand  
This 9th day of May 1878.

S. H. Morrison Comr



Jas L. Shaeemaker admr.

vs. { Affidants  
3

Dr. Jas. T. Loyds Estate

Evidences of debt from  
B. to O. inclusive



Twelve months after date I promise  
to pay Henry S Kane Sixty dollars for  
the hire of his negro girl Letty for twelve  
months from this date and I am to furnish  
the said girl and her child comfortable bedding  
& clothing and I am to pay her tax for  
value received of her as well as my  
hand and seal this 18<sup>th</sup> day of May  
1859

~~Test~~  
D R Kane

Cal. J. Lloyd Deal



Gas J Lloyd

70 1/2 note

H S Kane

\$ 60,00

(C)

(B)



I promise to pay Henry S Kane  
twenty dollars for Value received of  
him as witness my hand and seal  
this 18<sup>th</sup> day of May 1859

Test  
D R Kane

Sal J Lloyd Seal  
ads of Sal M Pendleton  
Dec

I promise to pay Henry S Kane ten  
dollars for Value received of him as  
witness my hand and seal this 18<sup>th</sup> day  
of May 1859

Test  
D R Kane

Sal J Lloyd Seal  
ads of Sal M Pendleton dec



(87)

Gas & Loyd

2 1/2 notes

H S Kane

\$ 30, 00

5 1/2 ft.

(21)



I promise to pay to S Kane ten  
dollars for value received of him as  
witness my hand and seal ~~this~~ the day  
of February 1858

Geo H. Lloyd



B

Les & Large

90% now

~~at~~ I have

\$10.00

(B)



\$92.66

By the first day of January next We promised  
To pay Zim Purnington Ninety Two Dollars  
and Sixty Six Cents the amount of L M Lays  
Order this day lifted - This amount is bearing  
interest from this date April the 20<sup>th</sup>  
1859

Wm. H. Lloyd & Co  
Rudon Steele & Co



For Value Received I assign  
the within note to David  
R Kane, March the 20th  
1860

John C. Hillborn

(J)

Jas T. Lloyd & Steel

To \$ note

D R Kane

\$92.66

19 82 Int

107.48

Int from 21<sup>st</sup> Apr/59

(10)

See

I A sign the within note  
To George B. Hillborn  
for value received  
in this 21 of January  
1860

John Pennington



I promise to pay Henry S Kane thirty  
dollars with interest from the 28<sup>th</sup> of  
February 1859 for Value received of him  
as witness my hand & seal this 18<sup>th</sup> day  
of May 1859

Test  
D. R. Kane

Geo. T. Lloyd (Seal)



Gas T Lays

% note

H S Kane

\$30,00

(A)



I promise to pay Henry S Kane  
Twenty five dollars for value received  
of him as witness my hand and seal  
this 11<sup>th</sup> day of May 1858

Test  
John A Campbell

2 Jas. T. Lloyd (Seal)



Jas G Lloyd  
to \$ note

H S Kane

\$25.00

(6)

(61)



I promise to pay H S Kane five  
dollars for value received of him as  
witness my hand & seal Oct 15<sup>th</sup> 1837

Jas T. Lloyd (Seal)



(A)

Jas J Lloyd

to \$ note

N B Kane

\$5,00

(B)



\$10.00 { I promise to pay David R  
Kane } ten Dollars for Value Recd of  
him as Witness my hand & Seal this 18<sup>th</sup>  
day of Oct 1860

Wm. J. Lloyd adm<sup>or</sup>  
of Jas M Pendleton Dec

True in ch<sup>y</sup> sent in scath of Jas Taylor as Loyd & Miles Admors  
of James M Pendleton Dec



James V. Loyd

To \$ note

L. R. Kane

\$10.00

(D)

Lee Co



Received of David R Kane a note of hand on John  
Arey for Seventy one dollars and 37 cents due the  
1st day of January 1860. Which note the said  
Kane has assigned to me & I am to endeavour  
to retain the amount of said note in my hands  
as Administrator of said Arey & pay the same to  
said Kane except five dollars, which the said  
Lloyd is to retain for his trouble in securing  
& paying over said \$71.37 which note was executed  
by John Arey to D R Kane. Given under  
my hand this 19th day of October 1859

Wm. J. Lloyd



James T Lloyd

To ~~Receipt~~ <sup>Receipt</sup> &  
obligation

D R Kane

\$71.37

(JP)

\$41.50, as charged  
Kane in report



\$22.50 { We promise to pay David R  
Kane } Twenty Two Dollars & fifty cents  
for value Recd of him as Witness our hands  
and Seals this 9th of Oct 1860

Wm J Lloyd & Seal  
James M. Young & Seal  
Admors by W J Lloyd

For fees in 3 actions of Debt & in chg Suit ads A R Surgeon  
in circuit courts



175 James T Loyd  
171 H Gas M Young  
177 40 To Note  
D R. Kane  
\$22.50

(27)



I promise to pay Henry S Kane  
Twenty five dollars for Value received  
of him as witness my hand seal this  
16<sup>th</sup> day of March 1859

Lester

G. L. Fugate

Sal J. Lloyd (Seal)  
Administrator of the Estate  
of Sal M. Pendleton. dec



200 7 Loyd

20 { note

14 8 Kane

\$ 25 00

(H)

7



James T Lacy & Adams of John  
Hery Deed

In acct with H & Kane  
No fee in action of debt brought by  
James Garrett for the benefit of McElroy  
against you on a note of \$200,00  
executed by said Hery to said Garrett  
I put in ~~Dummevier~~ in ~~cancel~~ court  
of Lee County at May Term 1860 and  
~~do~~ ~~not~~ ~~recede~~ the office judgment \$10,00



Jas T Lloyd & Co  
advers of John  
Avery

No 2 acct

H S Kane

\$10,00

(N)

R



1858 James T Loyd Dr

In acct with A S Kane

To fee in action of debt vs James Spraul  
on \$300,00 note - \$5,00



K

Geo T Lloyd

To Sacct

A S Kane

\$5,00

(K)



Received Octr 19<sup>th</sup> 1859 of Henry B Kane  
a note of hand executed to him by John  
Avery for twenty seven dollars & fifty cents  
with interest from the 8<sup>th</sup> day of January 1858  
and also a note executed by said John Avery  
to said Kane for fifteen dollars due the  
15<sup>th</sup> day of August 1859 which notes the  
said Kane has assigned to me and I  
am to endeavour to reclaim the amount  
of said notes in my hands as agent of said  
Avery & pay the same to said Kane except  
two dollars & fifty cents which said Lloyd is to  
have for his trouble in securing the debts for  
said Kane also received of H B Kane

a note on said Avery for five dollars  
& 78 cents due the 6<sup>th</sup> of January 1858  
which was executed to H B Kane & assigned  
to said Kane & by said Kane to me which  
I will endeavour to reclaim & pay over to  
said Kane also

Jas. J. Lloyd.



as I Lo

Obligat

for coll

debts

no Adv

Kane

27.50

5.78

33.28

no Not

(M)

M



# 178.82

Due D. Sullins one hundred and  
Seventy Eight Dollars and Eighty Two cents  
for Value recd of him this the 4<sup>th</sup> day of  
June 1874

Gas. T. Loyd *Real*  
By P. H. Allen



Apr 1875

Recd \$20. Twenty-  
dollars -  
Subm<sup>d</sup> 1875  
Per By cash \$100.00

(2)

for



The Commonwealth of Virginia,

TO THE SHERIFF OF LEE COUNTY—GREETING:

WE COMMAND YOU TO SUMMON *Peter H. Allen + Thos. P. Barnes & heirs.*  
of the Estate of James L. Loya dead, + Peter H. Allen  
in his own right + Mary C. Allen his wife, formerly  
Mary C. Loya, Thos. P. Barnes in his own right +  
Minerva Barnes his wife, formerly Minerva Loya,  
Jane Loya, Mattie W. Loya, Thos. P. Loya, Charles  
Loya, William Loya, John Loya, S. C. Buff + C. L.  
Wamblee

to appear before the Judge of the County Court of Lee County, at the Court House, in the Clerk's Office, at

*Feb'y,* Rules next, to answer a bill in Chancery, exhibited in our said Court  
against them by James L. Shoemaker Tutor of the  
Estate of Henry S. Kane deceased.

And have then there this writ.  
this *16th* day of

WITNESS, JAMES W. ORR, Clerk of our said Court, at the Court House,  
*Jan'y.*, 1878, in the *102<sup>nd</sup>* year of the Commonwealth.

*R. W. Orr, Jr. Ck.*



Holaway

Henry S. Rance's Adm.

vs  $\frac{1}{2}$  Spain in Ship.

Peter H. Allen et als

Feby. Rules 1878.

Executed

Thos Ely D Don

Thos S Ely S Lc



The Commonwealth of Virginia,

TO THE SHERIFF OF LEE COUNTY—GREETING:

WE COMMAND YOU TO SUMMON *Peter H. Allen & Thos. P. Barnes Sams.*  
*of the Estate of James S. Loyd dead, & Peter H. Allen in his*  
*own right, & Mary C. Allen his wife, formerly Mary C. Loyd*  
*Thos. P. Barnes in his own right & Minerva Barnes his wife*  
*formerly Minerva Loyd, Jane Loyd, Mattie W. Loyd*  
*Thos. D. Loyd, Charles Loyd, William Loyd, John*  
*Loyd, B. C. Luff & C. L. Hamblen*

to appear before the Judge of the County Court of Lee County, at the Court House, in the Clerk's Office, at

against

*Feb'y*  
Rules next, to answer a bill in Chancery, exhibited in our said Court  
*them by James L. Shoemaker Sams. of*  
*the Estate of Henry S. Kane dead.*

And have then there this writ.

this

*16th*

day of

WITNESS, JAMES W. ORR, Clerk of our said Court, at the Court House,

*Jan'y*

, 1878,

in the

*102<sup>nd</sup>* year of the Commonwealth.

*R H Orr Jr. Clk*  
*A copy Lister R H Orr Jr. Clk*



I accept legal Service of the within  
Sd in Chancery. Jan'y 26<sup>th</sup> 1878.

G. L. Duff

For  
G. L. Duff



# The Commonwealth of Virginia.

To the Sheriff of Lee County—Greeting:

We Command you to Summon

*James L. Shoemaker*  
Admr. of the Estate of H. S. Hane decd.

To appear at the Clerk's office of the Circuit Court of Lee county, at the court-house, on the first Monday in *Oct.* next, being rule day, to answer a bill in chancery, exhibited in our said court against *him*

by *Peter H. Allen & Thos.*  
P. Hanes Admr. of the Est. of James T. Loyd decd.

And have then there this writ. Witness, Jas. W. Orr, clerk of our said court, at the court-house, this *5<sup>th</sup>* day of *Sept.*, 1879, in the 104<sup>th</sup> year of the Commonwealth.

*J. W. Orr Jr. (Clerk.)*



(H.P.)  
James T. Lloyd's Admrs

or B Spain chry

A. S. Hanes's Admrs

---

Oct. Rules 1877.

Executed on  
J. S. Shumaker

Sept 18 77

J. S. Wilhelm

Shk

Please send  
Full bill in the  
future